



Name: _____

Inspection Location: _____

Address: _____

Phone: _____

Client Realty Co.: _____ Agent: _____

E-Mail Address: _____

Authorize Copy to Agent: (Initial)

This is a report of a visual inspection of the conditions and readily accessible areas of this property, in accordance with the terms and conditions contained in the PRE- INSPECTION AGREEMENT, which is part of this Report and incorporated herein. Please read the REMARKS printed on each page and call for an explanation of any aspect of this Report, written or printed, which you do not fully understand prior to title transfer. All utilities and systems should be on at the time of inspection. This agreement is only between Garland Inspection Services, Inc. and the client. It is not intended to be relied upon by any third party and is non-assignable.

PRE-INSPECTION AGREEMENT

Garland Inspection Services, Inc. agrees to conduct an inspection for the purpose of alerting the CLIENT to major defects and deficiencies in the condition of the property. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the CLIENT. The report will include the following only:

- quality and condition of major systems
- structural conditions
- general exterior, including roof, gutter, chimney, drainage, grading
- electrical, plumbing, hot water heater, heating and air conditioning-temperature permitting
- general interior, kitchen and baths & crawlspace (accessible and visible areas)

It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of inspection only. Latent and concealed defects and deficiencies are excluded from the inspection; equipment, items and systems will not be dismantled, nor will furniture, appliances or storage be moved to conduct this inspection. Maintenance and other items may be discussed, but are not part of the written report. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

This inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to Chinese drywall, mold, radon gas, lead paint, asbestos, urea formaldehyde and toxic or flammable chemicals and airborne hazards. Also excluded are inspections and reports on swimming pools, wells, septic tanks, underground storage tanks, security systems, cosmetic surfaces, central vacuum systems, water softeners, sprinkler systems, fire and safety equipment, and the presence or absence of animals, termites, and other insects. Municipal water and sewer systems are excluded.

THE PARTIES AGREE THAT GARLAND INSPECTION SERVICES, INC. ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECTS OR DEFICIENCIES, EITHER CURRENT OR ARISING IN THE FUTURE OR FOR ANY PROPERTY DAMAGE, CONSEQUENTIAL DAMAGE OR BODILY INJURY OF ANY NATURE. THE INSPECTION AND REPORT ARE NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED REGARDING THE ADEQUACY PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM, OR SYSTEM. IT IS UNDERSTOOD AND AGREED THAT SHOULD GARLAND INSPECTION SERVICES, INC. BE FOUND LIABLE FOR ANY LOSS OR DAMAGES RESULTING FROM A FAILURE TO PERFORM ANY OF THEIR OBLIGATIONS, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE, THEN THE LIABILITY OF GARLAND INSPECTION SERVICES, INC. SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE FEE PAID BY THE CLIENT FOR THE INSPECTION AND REPORT. GARLAND INSPECTION SERVICES, INC. ASSUMES NO LIABILITY FOR ANY REMARKS OR RECOMMENDATIONS CONTAINED HEREIN, OR ANY ACTIONS ON THE PART OF THE CLIENT IN RELIANCE ON THIS REPORT. THIS REPORT IS FOR THE EXCLUSIVE USE OF THE CLIENT, AND GARLAND INSPECTION SERVICES, INC. ASSUMES NO THIRD PARTY LIABILITY. PAYMENT IS DUE UPON COMPLETION OF THE INSPECTION.

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof. **Notice: You and we would have a right or opportunity to litigate disputes through a court and have a judge or jury decide the disputes but have agreed instead to resolve disputes through mediation and binding arbitration.**

ALL INSPECTIONS ARE PERFORMED ACCORDING TO THE AMERICAN SOCIETY OF HOME INSPECTORS STANDARDS OF PRACTICE. A COPY CAN BE GIVEN UPON REQUEST OR FOUND ONLINE AT WWW.ASHI.ORG.

DISPUTES: ANY DISPUTES MUST BE PRESENTED IN WRITING WITHIN 180 DAYS OF THE DATE OF INSPECTION. GARLAND INSPECTION SERVICES, INC. WILL ASSUME NO LIABILITY FOR ANY CLAIMS PRESENTED 180 DAYS OR MORE AFTER THE DATE OF INSPECTION.

Acceptance and understanding of this agreement CLIENT: _____ DATE: _____

are hereby acknowledged.

CLIENT: _____ DATE: _____

| SERVICES PROVIDED | | Payment | |
|------------------------------|--|--------------------------|---------------|
| HOME INSPECTION | | <input type="checkbox"/> | Cash |
| RADON | | <input type="checkbox"/> | Credit Card |
| WDI (wood destroying insect) | | <input type="checkbox"/> | Check # _____ |
| OTHER: | | | |
| TOTAL AMOUNT DUE | | | |