

PLEASE READ CAREFULLY

PRE-INSPECTION AGREEMENT



Rinehart Inspection Services LLC (hereinafter "Inspection Company") agrees to conduct an inspection at:

This is for the purpose of informing the Client:

(hereinafter referred to as "Client") to major defects 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. Client agrees to pay inspection company for the inspection report in the sum of \$_____ payable by the end of the property's site inspection.

The written report (where applicable) will include a visual inspection and evaluation of the following only:

- Foundation and framing, interior finishes (accessible and visible areas)
- Electrical, plumbing, water heater, heating and air systems, attic ventilation and visible insulation
- Exterior, flatwork, decks, roof, chimney, roof water
- Wood destroying organisms' inspection, drainage system, wall cladding, floors and windows
- Basement, kitchen and baths

The inspection does **NOT** include:

Investigation of mold, asbestos, lead paint, water, soil, wood destroying organisms (W.D.O.) air quality or other environmental issues unless agreed to in writing in the pre-inspection agreement.

It is understood and agreed that this inspection will be conducted in accordance with the Washington State Licensed Home Inspector (WAC-308-408C).

The inspection (RCW 18.280.030) will cover readily accessible areas of the building/property and is limited to visual observations of apparent conditions existing at the time of the 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 personal effects be moved to conduct this inspection. It is further understood and agreed the "Inspection Company" shall not perform any geological studies and/or soil studies, nor is the "Client" relying upon the Inspection Company to perform the same. Such studies include, but are not limited to, any water runoff or flooding issues, which may be present upon the property or on the property adjoining the property.

Maintenance and other items may be discussed, which may not be part of our inspection.

The inspection and report do not address and is not intended to address the possible presence of, or danger from any potential harmful substance and environmental hazards, including but not limited to radon gas, lead paint, asbestos, urea formaldehyde and toxic flammable chemicals. Also excluded are inspection and reports on spas, saunas, swimming pools, wells, septic systems, oil tanks, propane tanks, cable, telephone, security systems, water softeners, fire suppression systems, fences, gates and lawn & garden irrigation systems.

The parties agree that the "Inspection Company" and/or its agent(s) assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damages, consequential damage or bodily injury of any nature.

The inspection and report are not intended or to be used as a guaranty or warranty, expressed or implied, regarding the adequacy, performance of or condition of any inspected structure, item or system. It is understood and agreed that should the "Inspection Company" and/or its agents or employees be found liable for any loss or damages, resulting from a failure to perform any of its obligations, including, but not limited to gross negligence, negligence, breach of contract, or otherwise, then the liability of the "Inspection Company" or its agents or employees shall be limited to the equal amount of the fee paid by the client (noted above) for the inspection report.

This agreement is intended solely for the use of "Client". No other party is intended as a beneficiary hereunder. The agreement is not assignable. The "Inspection Company" hereby agrees that it will not disclose the results of this inspection and report to any third party without the express written and/or verbal consent of the "Client". "Client" further warrants that the "Client" has requested this inspection for the "Client's" own use, only.

Statute of Limitations: Any claims must be presented within six (6) months of the date of the inspection. The "Inspection Company" shall have no liability for any claims presented six (6) months after the date of the inspection. Time is expressly of the essence herein.

Arbitration: Any and all disputes between the parties, whether in contract or tort, shall be settled by Arbitration before the American Arbitration Association, and any award rendered thereon shall be submitted to a court of competent jurisdiction.

Entire Agreement: This agreement constitutes the entire agreement between the "Inspection Company" and "Client". All statements and representations, whether made prior to or during the inspection, shall be merged into the written Agreement and report and superseded thereby and not be relied upon by "Client".

Attorney's Fees: The prevailing party in any dispute arising out of this agreement, the inspection or report(s) shall be awarded all attorney's fees, arbitration fees and other related costs.

Severability: The "Inspection Company" and the "Client" agree that should a court of competent jurisdiction determine and declare that any portion of the contract is void, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

Disputes: The "Client" understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Property as limited herein, shall be made in writing and reported to "Inspection Company" within ten (10) business days of discovery. "Client" further agrees that with the exception of, emergency conditions, "Client" or "Client's" agents, employees and/or independent contractors will make no alterations, modifications or repair to the claimed discrepancy prior to re-inspection by the "Inspection Company". "Client" understands and agrees that any failure to notify the "Inspection Company" as stated above shall constitute a waiver of any and all claims, current and in the future, against Rinehart Inspections Services LLC, for said failure to accurately report the condition in question.

Rinehart Inspection Services

Date: _____

Client Signature: _____

Mailing Address: _____

Client Email Address: _____

Agent's Email Address (If Permitted): _____