

INSPECTION AGREEMENT

Date: \_\_\_\_\_

CLIENT: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
PHONE(S): \_\_\_\_\_

INSPECTION ADDRESS: \_\_\_\_\_  
INSPECTION CITY: \_\_\_\_\_  
COST OF INSPECTION: \_\_\_\_\_  
ADDITIONAL CHARGES: \_\_\_\_\_  
TOTAL COST: \_\_\_\_\_

PLEASE READ THIS AGREEMENT CAREFULLY

THIS AGREEMENT by and between Saltzman Enterprises, Inc., d/b/a Structure Tech, a Minnesota corporation with its principal place of business located at, 4205 Raleigh Avenue South, St. Louis Park, Minnesota 55416 (hereinafter called the "Company") and the clients, as identified above (hereinafter, whether joint or several, called the "Client").

Unless specifically contradicted by the language herein which shall control in the event of the conflict, this inspection of the subject property shall be performed by the Company for the Client in accordance with the Standards of Practice of the American Society of Home Inspectors ("ASHI"), a copy of which is available at www.ashi.org.

I. PURPOSE AND SCOPE OF INSPECTION. The company agrees to perform a visual inspection of the subject house and to provide Client with a written report identifying the major deficiencies. Items not specifically included in the written report and identified in this agreement are beyond the scope of the inspection and are not reviewed. No verbal statements by the inspector shall expand the scope of this agreement or the inspection report, nor shall such statements be relied upon by the client when solicited from the inspector at any time.

The inspection includes such items as:

- \* Sidewalks/Driveways
- \* Materials of Construction
- \* Crawlspace/basement
- \* Foundation
- \* Interior
- \* Fireplace(s)
- \* Drainage
- \* Central Air
- \* Attic
- \* Plumbing
- \* Insulation
- \* Exterior
- \* Electrical
- \* Heating
- \* Roof

The inspection does not include items such as:

- \* Underground utilities
- \* Tennis courts
- \* Personal property
- \* Sprinkler systems
- \* Thermostats or timers are not checked for accuracy or calibration.
- \* Air conditioners cannot be safely checked when the outside temperature has been below 60 degrees within 24 hours.
- \* Playground equipment
- \* Solar systems
- \* Cosmetic items
- \* Appliances
- \* Pools
- \* Security systems
- \* Water softeners
- \* Recreational appliances
- \* Elevators
- \* Septic Tanks
- \* Central vacuum
- \* Wells/springs
- \* Drainfields
- \* Cesspools

II. LIMITATIONS.

1. As an example only, the inspection report will not include cosmetic items such as minor scratches, scrapes, dents, cracks, stains, soiled, faded, torn or dirty floor, wall or window coverings. The inspector is not required to move personal property, debris, furniture, equipment, carpeting or like materials which may impede access or limit visibility. Recent and existing weather conditions may also limit or restrict the results of the inspection. Major deficiencies and defects which are latent or concealed are excluded from the inspection. The inspection is not intended to be technically exhaustive. Equipment and systems will not be dismantled. The Company does not guarantee that detected evidence of past or present water infiltration will not re-occur in the same or different locations at some future time.

2. The inspection is NOT a compliance inspection for past or present governmental codes or regulations of any kind.

3. The inspection and report do not address and are not intended to address the possible presence of or danger from asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, mold, mildew, water or airborne related illness or disease, and all other similar or potentially harmful substances. The client is urged to contact a reputable specialist if information identification or testing for the above is desired. In addition, the presence or absence of rodents, termites, or other insects/vermin is not covered by this inspection.

4. This inspection report is 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. The inspection and report are not intended to reflect the value of the premises, nor to make any representation as to the advisability or inadvisability of purchase or the suitability for use.

5. The inspection/report is not a certification of any kind. Company shall not be construed as insuring against any defects or deficiencies not contained in the inspection report and subsequently discovered by the Client. This inspection does not imply that every defect was found.

III. NOTICE OF CLAIM. In the event of a discrepancy, problem, dispute or claim arising from the performance of an inspection by the Company and/or its inspectors, the Client agrees to promptly notify the Company in writing by U.S. Certified Mail. Any claim against Company must be received by Company, in writing, within one year from the Agreement Date, or such claim is waived, regardless of the date when Client becomes aware of the discrepancy, problem or claim. Client guarantees the Company the right to examine the subject matter of any claim, prior to the Client's performance of any remedial action (unless of an emergency nature of for the safety of person or property). This is a condition precedent to Client's claim.

IV. PAYMENT. Payment is due upon completion of the on-site inspection. There will be a \$20.00 dollar charge if any form of payment is subsequently dishonored. All legal and time expenses incurred in collecting due payments, returned checks, or unaccepted credit and payments will be paid by the purchaser of the service. Any fee not paid within 30 days of the inspection will have a service charge of 1.5% monthly or 18% per annum added to the inspection fee. Credit is on an approval basis.

V. NON-ASSIGNMENT AND INDEMNITY. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the undersigned client only; they do not run with the land.

VI. ENTIRE AGREEMENT. This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This agreement shall be binding upon and enforceable by the parties, and their heirs, executors, administrators, successors and assigns.

VII. SEVERABILITY PROVISION. If any portion of this agreement is ruled to be illegal or unenforceable, that provision shall be null and void but the remainder of the agreement shall remain in full force and effect.

CLIENT ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT IN FULL PRIOR TO SIGNING IT AND UNDERSTANDS ALL TERMS AND CONDITIONS.

Client: \_\_\_\_\_ Authorization to disclose any or all items in the report and to discuss the report contents.