

INSPECTION AGREEMENT

Date: _____

CLIENT: _____ INSPECTION ADDRESS: _____

EMAIL: _____ INSPECTION CITY, STATE, YEAR BUILT, SF:

PHONE(S): _____ TOTAL: \$0.00

PLEASE READ THIS AGREEMENT CAREFULLY

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the client as identified above (hereinafter "Client") and Saltzman Enterprises, Inc. (hereinafter "Company") agree as follows:

- I. PURPOSE AND SCOPE OF INSPECTION.** The inspection will be conducted under Standards of Practice ("SOP") promulgated by the American Society of Home Inspectors ("ASHI"). A copy of the ASHI SOP can be found at www.ashi.org. A copy has also been provided in our initial contact email.
- II. LIMITATIONS.** There is no express or implied warranty of any kind regarding the condition of the property or any of the items or systems contained therein, or as to the future performance or expected lifespan of any of the items or systems contained therein, whether or not mentioned in the Home Inspection Report. This is a limited inspection only, and this Agreement, the Home Inspection and the Home Inspection Report do not constitute a general warranty, an insurance policy, a certification or a guarantee of any kind.
- III. NOTICE OF CLAIM.** Any claim arising out of or related to any act or omission of the Inspector in connection with the inspection of the property shall be made in writing and reported to the Inspector within fourteen (14) business days of discovery and to allow Inspector a reasonable opportunity to re-inspect the issue giving rise to the claim before undertaking any repairs. Client agrees that a failure to comply with the terms of this paragraph shall constitute a waiver of such claim.
- IV. LIMITED LIABILITY.** The parties agree that the maximum liability of the Company, and its employees and agents, for any loss or damage, in the event the Company, or its employees or agents, are negligent, in breach of contract, or otherwise at fault in the performance of its obligations, shall be limited to a sum equal to the fee for the inspection service. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.
- V. 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.
- VI. 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.
- VII. 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.
- VIII. 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.
- IX. DISPUTE RESOLUTION; BINDING ARBITRATION.** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the Rules and procedures of the American Arbitration Association. CLIENT agrees to pay all required filing fees. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any court of competent jurisdiction.
- X. NO RULE OF CONSTRUCTION.** The parties acknowledge that each of them has had ample opportunity for their own counsel to participate in negotiating and drafting this Agreement. Therefore, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.

XI. BINDING ON OTHERS CLAUSE. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective spouses, heirs and successors.

XII. INTEGRATION CLAUSE. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties and shall be construed and enforced in accordance with the laws of the State of Minnesota.

XIIV. NON-WAIVER CLAUSE. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

XIV. WAIVER OF STATUTE OF LIMITATIONS. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be commenced within one year of the date of the inspection, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Company will send out a copy of the inspection report(s) to <Client's Agent>. If Client does NOT authorize a copy of the report(s) to be sent out, please notify our office or the inspector directly. <Client initials required here>

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

Client: _____ <Client signature required here> _____

(Updated 5/18)