

VISUAL INSPECTION AGREEMENT

Property: _____

Client: _____
Address: _____

Phone: _____

Real Estate Co.: _____

Agent: _____

Inspection Fee: _____

Paid By: _____

Additional Fees: _____

Date Paid: _____

Total: _____

Payment method: _____

Report provided to: _____

Contract Date: _____

1. Inspection: This agreement, made and entered into on the above Contract Date by and between the above named Client and the undersigned, Ark Home Inspection LLC (Justin J. Jurovcik), hereafter referred to as “Inspector”. **Inspector will conduct a visual inspection of the Property only.** The inspection is performed in accordance with the **Standards of Practice of the American Society of Home Inspectors (ASHI)**. **This is NOT a Building Code inspection, title examination, nor a By-law compliance inspection.** The Inspector does not offer an opinion as to the advisability or inadvisability of the purchase of the property, its value or its potential use. The inspection fee is based on a single visit to the property; additional fees may be charged for any subsequent visits required by the Client. If the Inspector is called upon to prepare for litigation or give testimony as a result of the inspection, additional fees shall be charged at the Inspector’s then current hourly rate for any time spent, including, but not limited to, research, consultation, additional inspection time, preparation of reports, travel, time waiting to testify and court appearances.

2. Report: The Client will receive a written report of Inspector’s observations of the accessible features of the Property. Subject to the terms and conditions stated herein, the inspection includes the visual examination of the home’s exterior including roof and chimney, structure, electrical, heating and cooling systems, insulation, plumbing, and interior including floors, walls, ceiling and windows; it is a reasonable effort to disclose the condition of the house based on a visual inspection. Additionally, Inspector will functionally operate major built-in

Report is provided solely for the benefit of the Client and may not be relied upon by any other person. The Inspector will not review any other Inspection Report prior to preparing the Inspection Report provided pursuant to this Agreement unless a copy of the prior report is provided to the Inspector prior to the beginning of the inspection. The Client shall not rely on any other Inspection Report prepared at any time by the Inspector that is not prepared for or addressed to the Client.

5. Standards: Inspections are done in accordance with the ASHI Standards, are visual, and are not technically exhaustive. The following items are specifically excluded from the inspection: **water softening systems, security systems, telephone and cable TV cables, timing systems, swimming pools and spas, underground or concealed pipes, sewer lines, septic systems, electrical lines and circuits, central vacuum systems, central air conditioning when outside temperature is below 65° F or 18° C**, and any other condition, item, system or component which by the nature of their location are concealed or otherwise difficult to inspect or which the Inspector cannot visually examine. Excluded is the assurance of a dry basement or crawl space; also excluded is the assurance that double and triple pane glazing seals in windows are intact. Inspector will not dismantle any component or system; full evaluation of the integrity of a heat exchanger requires dismantling of the furnace and is beyond the scope of a visual inspection.

6. Limitations of Inspections: Inspector will not conduct geological tests; will not inspect inaccessible or concealed areas of the Property; will not enter dangerous areas of the Property; will not inspect for environmental concerns such as hazardous substances or gasses, including but not limited to **radon gas, asbestos, formaldehyde; or for pests such as wood destroying organisms, insects, rodents; fungus including but not limited to mold and mildew** unless the Inspector is qualified to do so and the Client specifically requests the service for an additional fee.

7. Sample Inspection: Inspector examines a representative sample of components that are identical and numerous, such as electrical outlets, bricks, shingles, windows, etc., and does not examine every single one of these identical items, therefore, some detectable deficiencies may go unreported.

8. Inspection Exclusions: The inspection excludes defects such as cracking, leaking, surface discolorations, or landslides resulting from hidden defects, including but not limited to, water leaks, land subsidence, or other geological problems. The inspection also excludes merely cosmetic features, including but not limited to, paint, wall coverings, carpeting, floorings, paneling, lawn, and shrubs. The Inspector is not required to determine property boundary lines or encroachments.

9. Arbitration: Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by Inspector, the Inspection Report provided to the Client by Inspector, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the Inspector hereunder, shall be submitted to arbitration in accordance with the applicable rules of Construction Dispute

Resolutions Services, LLC or Resolute Systems, Inc. Each party to the dispute shall be responsible for their own costs for the arbitration process. The dispute shall be submitted to a sole arbitrator who is knowledgeable and familiar with the professional home inspection industry. Judgment on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. Unless applicable law requires otherwise, arbitration shall occur in the county or judicial district in which the Inspector's principal place of business is located. Secondary or consequential damages are specifically excluded. In the event that any dispute arises out of the Inspection or Inspection Report, and proceedings are commenced by the Client, if the Client is unsuccessful in maintaining the claim, then the Client shall be liable to the Inspector for all charges, expenses, costs and legal fees (on a lawyer and client basis) incurred by the Inspector on a complete indemnity basis, including a reasonable fee for all the time spent by the Inspector or Inspector's personnel in investigating, research, preparation for, and attendance at court hearings and examinations. Unless prohibited by applicable law, **any claims must be presented within one (1) year from the date of the inspection; Inspector shall have no liability for any claims presented more than one (1) year after the date of the inspection.**

10. Right to Examination: The Inspector shall have the right to examine the subject matter and area of any claim or potential claim against the Inspector arising herefrom and the right to offer a resolution prior to Client's performance of any remedial measures (except in the event of an emergency, or to protect for personal safety, or to reduce or avoid damage to property). **The right of examination herein is a condition precedent to the commencement of any claim** by the Client against the Inspector for any reason including negligence or breach of any term hereof. **The Client shall not file or commence any claim against the Inspector in any jurisdiction until he has notified the Inspector of his complaint and made reasonable efforts to afford the Inspector an opportunity to complete such examination.**

11. Entire Agreement: This Agreement and the documents referred to herein constitute the entire Agreement between the parties hereto, and supersede any and all prior representations, discussions, or agreements, whether written or oral. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by the parties hereto. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

12. Warranty/Guarantee: The Inspection Report does not constitute a warranty, guarantee or insurance policy of any kind. There are no warranties made against roof leaks, wet basements, or mechanical breakdowns. The report is a professional opinion based on a visual inspection of the accessible areas and features of the property as of the date and time of the inspection and is not a listing of repairs to be made. The report is not an assessment nor is it an appraisal. Neither the Inspector nor Ark Home Inspection LLC is associated with any seller, buyer, contractor, lawyer or realtor. The inspection process is a two part system; the verbal survey and the report. As such, this report is not transferable to third parties as it will not clearly convey the information herein. This report is prepared by Inspector at your request, on your behalf, and for your use and benefit only; this report and any memoranda or information provided to you pursuant to this Visual Inspection Agreement are not to be used, in whole or in

part, or released to any other person without Inspector's prior written permission. Client hereby agrees to indemnify, defend and hold harmless Inspector and Ark Home Inspection LLC if, through the unauthorized distribution of this report, any third party brings a claim against Inspector or Ark Home Inspection LLC relating to the inspection or Inspection Report.

13. Third-Party Providers: Relationships/third party providers. Ark Home Inspection LLC and Justin J. Jurovcik may have an affiliation with third-party providers. Ark Home Inspection LLC and the Inspector may receive compensation for such services. Ark Home Inspection LLC may also arrange for the third-party service providers ("TPSP") to send literature or make post-inspection contact with the client. By executing this agreement, the Client expressly consents to the disclosure of client's personal contact information to Ark Home Inspection LLC and TPSPs. If client does not wish to receive literature from or be contacted by TPSPs, client shall simply notify the inspector.

14. Collected Data: The Inspector may collect data which may be used by the Inspector, and which may be provided to Ark Home Inspection LLC for use by Ark Home Inspection LLC. The collected data will primarily consist of data relating to the visual inspection conducted, but may also consist of other data relating to the property inspected, client and/or client representative, personal and contact information, and demographic data. The Inspector and Ark Home Inspection LLC may use collected data to perform analysis, improve business processes, improve Ark Home Inspection LLCs' inspection experience, and obtain feedback from clients and client representatives. The Inspector and may also provide collected data to third-party service providers ("TPSP") in order to offer value-added services to clients, as described in this agreement. The Inspector and Ark Home Inspection LLC may provide aggregated collected data, but not individual collected data or personal information to third parties. Other than interaction with TPSPs and aggregated data, the inspector and Ark Home Inspection LLC will not sell or rent the collected data to anyone, or share the collected data with any third party except as necessary to fulfill client requests. By executing this agreement, the client expressly consents to the collection and use of data by the inspector and Ark Home Inspection LLC as described herein.

15. Schedules: Schedules indicated below and attached form part of this agreement. In the event of any conflict between a schedule and the provisions of this agreement, the provisions of the schedule will apply to the extent of the conflict.

Attached Schedules:

By initialing here (), you authorize us to distribute copies of the Report to the real estate agents directly involved in this transaction, who are not designated beneficiaries of the Report, intended or otherwise.

16. Indemnification: From and after the date of this Agreement, the parties shall indemnify the Inspector for, defend Inspector against, and hold Inspector harmless from any liability, loss, costs, injury, damage, penalties, fines, attorneys' fees or other expense that may

occur or may be claimed by or with respect to any person or property on or about the Property resulting from the inspection of the property.

17. Consent to Jurisdiction: This Agreement has been entered into in the State of Ohio. You consent to the State of Ohio having subject matter jurisdiction over any case or controversy involving this Agreement.

18. Sole Agreement: Amendment; Waiver. This Agreement constitutes the sole and entire agreement between the Parties, and replaces all prior or contemporaneous oral or written agreements, understandings, statements, negotiations, discussions, representations and promises by any Party. No provision of this Agreement may be modified or waived except by written agreement of the Parties. The Captions/Headings identified at the inception of each numbered paragraph of this Agreement are intended for identification purposes only and are not to be relied upon by either party to this Agreement as substantive definitive terms.

19. Severability: In the event any provision of this Agreement is determined to be illegal or unenforceable, the existence of such provision shall not affect the remaining terms of this Agreement, all of which shall remain in full force and effect. Furthermore, it is the express desire and intent of the parties that the violating provision not be totally avoided if it is possible to modify such provision to make it legal and enforceable. If such is the case, the modification shall be made in a manner and the provision shall be interpreted in a manner that preserves to the greatest extent possible the legal, economic and practical effect of the provision as originally written.

I hereby authorize the inspection of this Property having read and understood this Agreement:

Signature of Client or Client's Representative

Date: _____
(mm/dd/yyyy)

Signature of Authorized Inspector

Business 498 Knollwood Ave
Address: Tallmadge, Ohio 44278

Inspector: _____
[Printed name]

Spoke with Seller [] Yes [] No

Inspection time: _____