

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT

I (Client) hereby request a limited visual inspection of the structure at the address named below, for my sole use and benefit. I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and will promptly call the inspector with any questions I may have.

SCOPE OF INSPECTION

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with the American Society of Home Inspectors or the California Real Estate Inspection Association's standards of practice, a copy of which is available upon request. The scope of the inspection is limited to the items listed within the report pages.

OUTSIDE THE SCOPE OF THE INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risks for all conditions which are concealed from view at the time of the inspection.

Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION (unless specifically agreed upon in writing):

- Building code or zoning ordinance violations.
 - Geological stability or soils condition.
 - Structural stability or engineering analysis.
 - Termites, pests or other wood destroying organisms.
 - Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards.
 - Building value appraisal or cost estimates.
 - Condition of detached buildings.
 - Pools or spas bodies, equipment and underground piping.
 - Specific components noted as being excluded on the individual system inspection forms.
 - Private water or private sewage systems.
 - Saunas, steam baths, or fixtures and equipment.
 - Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostat or time clock controls.
 - Water softener/ purifier systems or solar heating systems.
 - Furnace heat exchangers, freestanding appliances, security alarms or personal property.
 - Adequacy or efficiency of any system or component.
 - Prediction of life expectancy of any item.
- Note: Some of the above items may be included in this inspection for additional fees, check with your inspector.

This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law. Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, Client must do so at Client's expense.

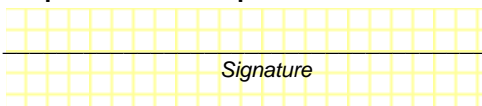
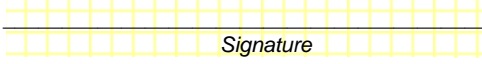

(TERMS AND CONDITIONS CONTINUED ON REVERSE)



INSPECTION FEE		\$ _____
	FEE	\$ _____
PERMIT RESEARCH FEE		\$ _____
TOTAL INSPECTION FEE		\$ _____

By signing this Agreement you acknowledge that you have read, understand and agree to the scope of the inspection, agree to all of the terms and conditions on the front and back of this Agreement and agree to pay the fees listed on this contract. If Client does not attend the inspection, the fee is due upon receipt of the report. If the Client has not signed this agreement, the acceptance of the report shows agreement with all of the terms of this contract.

This is your receipt/invoice for Inspection Services.

Client: _____ <i>Print Name</i>	 <i>Signature</i>	Date: _____
Client: _____ <i>Print Name</i>	 <i>Signature</i>	Date: _____
Address: _____		Report # _____
Inspector: <u>PETER HOPKINS</u> <i>Print Name</i>	<i>Signature</i>	Date: _____

This contract limits your rights and our liability...please read carefully

ARBITRATION: Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the recognized arbitration association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in the Code of Civil Procedure.

USE BY OTHERS: Client promises Inspector that Client has requested this inspection for Client's own use only and will not disclose any part of the inspection report to any other person with these exceptions ONLY: one copy may be provided to the current seller(s) of the property for their use as part of this transaction only, and one copy may be provided to the real estate agent representing Client and/or a bank or other lender for use in Client's transaction only.

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, arbitrator fees and other related costs.

SEVERABILITY: Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein, shall be made in writing and reported to the Inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

LIQUIDATED DAMAGES: It is understood and agreed by and between the parties hereto that the INSPECTOR/INSPECTION COMPANY is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by the INSPECTOR/INSPECTION COMPANY in the performance of the limited visual inspection and production of a written inspection report as described herein, that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services, and in case of failure to perform such services and a resulting loss, INSPECTOR/INSPECTION COMPANY's liability hereunder shall be limited and fixed in an amount equal to the inspection fee paid multiplied by two (2), or to the sum of five hundred dollars (\$500.00), whichever sum shall be less, as liquidated damages, and not as a penalty, and this liability shall be exclusive. **Client(s) Initial** _____

No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company, or its officers, agents or employees more than one year after the date of the subject inspection. Time is expressly of the essence herein. This time period is shorter than otherwise provided by law.

The written report to be prepared by Inspector shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the Inspector prior to issuance of the written report.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, agents and representatives of any kind, what so ever. This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement. **Client(s) Initial** _____

PERMITS RESEARCH: Inspector does not research and provide building permits that might appear on the municipal records for this property.