

Important Inspection and Liability Limitation Agreement

We are a generalist real estate inspection company. We are regulated by the highest standards for home Inspectors. Our inspection and inspection forms are designed to adhere to guidelines of Standards of Practice for home inspectors. The findings in this report may not be consistent with local codes and some areas found to be "In need Of Repair" or "Substandard" may be the result of an exemption ruling by the local municipal building inspector or utility. A check of building permits or utility history should describe any such exemption if they exist.

(1) What We Do:

We perform a visual inspection of accessible areas and items and report to you the general conditions of inspected areas and/or items. We inspect and report to you if an item is **performing the function for which it was designed, is in need of repair or is substandard.** We will explain our report to you or your designated agent. We perform our inspection in a professional and workmanlike manner. Our report of the inspection and its contents are based solely on the condition and appearances existing at the time of the inspection.

We do not address nor comment on the condition or functional abilities of any item past the date and time of our inspection. If we report that an item is not functioning or is in need of repair or replacement, we urge you to have that item examined by a specialist prior to making the final purchase of the property. We also advise you to recheck the functional ability of systems to insure no defects have occurred after the date of our inspection and prior to closing. If a structure has been unoccupied for an extended period of time, it is not uncommon for defects to occur, particularly in plumbing joints or heating and air conditioning systems. Foundations may fail or suffer damage when improper moisture content conditions exist. We are not liable for damage or defects which may have been cosmetically masked or altered or not completely visual and apparent under normal conditions. Weather conditions may effect the Inspector's ability to detect defects. Example: Minor areas of moisture penetration around roof venting are not readily detectable during dry periods. Early stages of seal failure and degree of cleanliness may effect Inspectors ability to determine seal failure of windows. Only obvious seal failure is covered in this report. Note: Limitations unique to this structure and inspection may apply and will be contained in the inspection report.

(2) What We Do Not Do:

We do not offer guarantees, warranties, or insure the future performance or condition of any item, whether inspected or not. If you desire a guarantee, warranty, or insurance policy, you must obtain such products and information from a company in that business endeavor.

We do not inspect any item we cannot see in a normal manner of inspection.

We do not move furniture, rugs, carpet, paintings or any other furnishings or stored items in the course of our inspection.

We do not enter areas with less than proper clearance space needed, or areas, which in the opinion of the Inspector's, unsafe conditions exist.

We do not walk on wood shake, wood shingle, tile, or any roof areas we might damage or any roof area, which the Inspector considers to be unsafe to walk. These areas will be viewed from either the attic or ground or both, whichever is applicable. When noted in this report that the roof was inspected from ground or attic or both, any comments contained in this report relating to the functional ability of the roof or related roof components, such as, but not limited to, roof vents, gas caps, plumbing vents, flashing and valleys and chimney pertain only to those areas that are visual and apparent to the Inspector from the ground and attic.

We do not dismantle any item or system to check component parts, including gas fired heat exchangers.

We do not inspect for building codes, soil analysis, design adequacy, capacity, efficiency, sizing, value, flood plain location, pollution or habitability.

We do not inspect for, nor comment on, cosmetic damage.

We do not operate equipment or systems out side the parameters of manufactures recommendations.

We do not offer estimates or recommendations for repairs.

(3) WHAT YOU DO:

You agree not to allow any third party not associated with the negotiations and consummation of the sale of the inspected property to have access to or rely on information contained in this report. You agree to limit any liabilities incurred by us and/or our associates, who pertain to this inspection to the amount of the fee, paid for this Inspection and release our company and its associates from any further liability. You attest that the Inspector's performing this inspection has made no oral representations that differ from the contents of this agreement. You agree to the provisions and limitations of this Contract and Report by your reliance upon it whether you sign it or not.

DATED : _____

James Breer
Inspector
BETTER Home Inspections

Buyer