

THIS AGREEMENT is made between First Choice Building Inspections, Inc. (herein referred to as "FCBI") and _____ (herein referred to as "Client") regarding a building (the "Building")

to be inspected located at _____

- FCBI agrees to inspect the Building for the purpose of alerting the Client to visible defects and/or conditions that, in the judgement of the Inspector, adversely affect the function and/or integrity of the items, components and systems. A report (the "Report") containing the inspector's findings will be prepared by FCBI and provided to the Client for its sole, exclusive and confidential use. FCBI will perform its inspection in accordance with the Standards of Practice and Code of Ethics of the American Society of Home Inspectors (ASHI).
- The inspection will be conducted only on visible and accessible areas and components of the Building, and is limited to the apparent condition of the Building on the date of the inspection. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility, and the like. Conditions may exist which remain undiscovered. While the inspection reduces the risk of purchasing property, it does not eliminate such risk. FCBI is not responsible for the failure to discover latent defects or for problems which occur or become evident after the inspection.
- No invasive or destructive testing will be made. No equipment, systems or appliances will be dismantled, with the exception of opening access panels. Soil conditions, geological stability, or engineering analysis are beyond the scope and purpose of this inspection. Cosmetic and minor items may also be included in this Report at the inspector's discretion.
- The Report will not address water quality, the presence or absence of radon gas, lead paint, asbestos, fungal growth, urea formaldehyde, carbon monoxide or any other toxic or potentially harmful or flammable chemicals, the well, septic tank or other buried drainage or storage systems, the security system, intercom, timers, portable air conditioners, the central vacuum system, water softener or treatment services, safety glass, fire sprinkler systems, portable or stationary generators, or window thermal seals. Appliances are not inspected for complete cycles and are limited to basic visual observations and limited functionality only. Dishwashers are not run through a full cycle and limited to checking for leaks only. Thermostats, timers and other specialized features and controls are not tested. The temperature calibration, functionality of timers, effectiveness, efficiency and overall performance of appliances is outside the scope of this inspection. Washing machine and clothes dryer are outside the scope of this inspection, and are not operated or inspected.
- The Inspector is not required to evaluate the condition or presence of storm windows, storm doors, shutters, awnings and other such accessories, or to determine their functional efficiency. The moisture "content" (%) of all walls, floors, ceilings, siding, and the like will not be tested. Infrared thermal image inspections are limited to plumbing fixtures and surrounding areas, exterior facing walls and ceilings only, with analysis pertaining to insulation issues and possible moisture "presence" at those locations only.
- This Report cannot be fully exhaustive, nor does it imply that every component was inspected or that every possible defect was discovered. When the property contains a number of similar items, such as electrical receptacles, hardware, roof shingles, siding, lighting fixtures, windows, etc., a representative of each shall be inspected.
- If a pool inspection is performed: The objective of our limited visual pool inspection is to determine if the pool and related equipment may benefit from a more thorough inspection by a qualified pool specialist. The scope of our inspection includes a limited visual inspection of the pool electrical system, primary circulation system, pool barrier system, the pool interior surface and surrounding deck. We do not dismantle components such as filters, pumps and heaters. We do not test water chemistry. We do not test or operate pool heaters, cleaning systems, control valves, chemical injectors or similar components.
- The presence of rodents, termites, wood-boring insects, ants, birds or other infestation shall be limited to what can be observed by a visual observation only with a recommendation made as to whether further inspection by a licensed exterminator is required.
- Neither this Agreement nor the Report constitutes or should be construed to be:
 1. a compliance inspection with respect to any code, standard or regulation - past or present;
 2. a guaranty, warranty or policy of insurance;
 3. a survey, appraisal or flood plain certification;
 4. a wood-destroying organism report;
 5. an opinion regarding the condition of title, zoning or compliance with restrictive covenants;
 6. an environmental, fungal, moisture or engineering analysis.
- FCBI assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. FCBI's liability for mistakes or omissions in the conduct of this inspection and its Report is limited to the refund of the fee paid. This limitation of liability is binding upon the Client, its heirs, successors and assigns, and all other parties claiming by or through the Client.
- This is the entire agreement of the parties regarding these matters. Any modification or amendment to this Agreement must be in writing and signed by the affected party. In the event any portion of this Agreement is determined to be unenforceable, the remainder of it will continue in full force and effect.
- To be able to make an informed decision concerning the property, THE CLIENT SHOULD BE PRESENT, AND IS AT HIS OR HER OWN RISK DURING THE INSPECTION FOR FALLS, INJURIES, PROPERTY DAMAGE, ETC. AND ACCEPTS FULL RESPONSIBILITY FOR INCOMPLETE INFORMATION SHOULD THEY CHOOSE NOT TO PARTICIPATE. Client accepts that this work is no substitute for a pre-settlement inspection for which Client is responsible since damages, mechanical failures, and symptoms, cures, etc. may appear after this work and before my legal acceptance of the property. Client waives all claims against the inspector/surveyor of FCBI in the absence of diligently performing a pre-settlement inspection and for lack of more extensive investigation and follow-through with a specialist on any problems noted including confirmation of any cost approximations.
- **Standard Arbitration Clause** - Any controversy or claim between the parties arising out of or relating to the interpretation of this Agreement, the services rendered hereunder or any other matter pertaining to this Agreement will be submitted in accordance with the applicable rules of the American Arbitration Association. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the professional home inspection industry. Judgement on any award may be entered in any courts having jurisdiction and the arbitration decision shall be binding on all parties. Secondary or consequential damages are specifically excluded. All claims must be presented within one year from the date of inspection. FCBI is not liable for any claim presented more than one year after the date of inspection. In the event the Client commences an arbitration and is unsuccessful in it, the Client will bear all of FCBI's expenses incurred in connection therewith including, but not limited to, attorney's fees and a reasonable fee to the employees of FCBI to investigate, prepare or attend any proceeding or examination. Client may not present or pursue any claim against FCBI until (1) written notice of the defect or omission is provided to FCBI and (2) FCBI is provided access to and the opportunity to cure the defect.
- The inspection fee is due and payable upon completion of the inspection and is based on a single visit to the Building. Additional fees may be charged for subsequent visits required by the Client or, if the inspector conducting the inspection is called upon to prepare for litigation, give testimony as a result of his inspection, or the like, such additional services are beyond the scope of this Agreement.

The Client requests the standard visual inspection of the readily accessible areas of the structure. The Client agrees and understands that the maximum liability incurred by the Inspector/FCBI for errors and omissions in the inspection shall be limited to the fee paid for the inspection. If this is a joint purchase, signee represents actual authority to sign for both parties.

Fee: \$ _____ Date: _____

Client: _____

I have read and accept the terms of this agreement