

PROPERTY INSPECTION AGREEMENT # _____

THIS IS A LEGALLY BINDING CONTRACT PLEASE READ IT CAREFULLY

This Agreement is made by and between Professional Realty Opinion Services llc., hereinafter referred to as "P.R.O.S", 51050 W. Huron River Dr. Belleville MI 48111 800.638.7470 and _____ hereinafter referred to as "Client", to conduct a visual inspection of the property located at: _____ hereinafter referred to as said "Property" pursuant to the terms and conditions of this Agreement. This Agreement is solely between P.R.O.S. and the Client and is not intended to be relied upon by any third-party, nor is it for the benefit of any third-party. The Agreement and the inspection report are not assignable.

1. **Inspection** P.R.O.S. agrees to conduct a visual inspection of said Property in accordance with the Standards of Practice of the American Society of Home Inspectors (ASHI). The intent of the inspection is to visually screen for "exposed to view" things, which need major repair (\$1,000.00 or more) or further evaluation by a specialist. It is understood that the inspection will be of only readily accessible and visible areas of said Property. P.R.O.S. is not liable for latent or concealed defects. It is also understood that neither equipment nor systems will be dismantled, nor will furniture, appliances, or storage items be moved to conduct the inspection. Certain items will be randomly sampled (i.e. windows, doors, outlets, switches, etc.) Furthermore, neither this Agreement, nor the inspection report: hereinafter referred to as "report", are intended to be construed as a compliance inspection with respect to any code, standard, or regulation. Client(s) has been encouraged to participate in the inspection and do so at their own risk for personal injury or property damage. Client(s) accept responsibility for any incomplete information resulting from client's non participation. Client(s) accept responsibility to perform a final walk-thru prior to closing to verify the condition of said Property and its components since damages, mechanical failures, and symptoms, clues, etc. may appear after this inspection and prior to legal acceptance of said Property.

2. **Report** Client(s) will receive a written, typed, CD, or electronic report as part of this Agreement, and the terms and conditions of this Agreement will be incorporated by reference into the report. The report will include the following components of the primary residence and typical garage FOUNDATIONS, STRUCTURAL SYSTEM, EXTERIOR, ROOF SYSTEM, PLUMBING SYSTEM, ELECTRIC SYSTEM, HEATING/COOLING SYSTEMS (weather permitting), INTERIOR (accessible and visible areas), INSULATION & VENTILATION, FIREPLACES, & FUEL BURNING APPLIANCES. Stand alone appliances, paint, floor coverings, and other cosmetic defects are SPECIFICALLY EXCLUDED from the inspection & report. The inspection and report do not address the possible presence or danger from environmental hazards, or possible EPA violations including but not limited to, radon gas, lead paint, mold, asbestos, urea formaldehyde, toxic and/or flammable chemicals. The inspection further excludes reports on swimming pools, wells, septic systems, water conditioning systems, fire or lawn sprinkler systems, security systems, central vacuum systems, solar powered systems, insect and/or rodent infestation, municipal water and sewer systems, and any item or system specified in the inspection report.

3. **No Oral Representation** The Agreement and report contain the entire Agreement by and between the parties. All prior representations and statements whether oral or written are superseded and merged into the Agreement and client represents that he/she has not-relied on any such statements or representations not contained within the Agreement or the inspection report.

4. **Perspective** Client(s) acknowledges that P.R.O.S. is not an insurer, and that this Agreement and inspection report are not intended to be a warranty, guarantee, or an insurance policy. Client agrees to purchase such instruments from others if he/she desires. The inspection fee is based solely on the value of the service provided by P.R.O.S. in the performance of its limited visual inspection and production of an inspection report as described herein.

5. **Limitation of Liability** P.R.O.S.' liability "for any purpose" and that of its principals, agents, and employees for any alleged negligence, breach of contract, or tort is limited to the refund of the inspection fee paid. All consequential and incidental damages are excluded hereunder.

6. **Arbitration** Any disputes or claims arising from this Agreement and/or the inspection report whether in contract or tort shall be submitted to arbitration before the American Arbitration Association or other body mutually agreed upon by the parties. Parties shall mutually appoint an arbitrator that is an attorney or has extensive private home inspection experience. The parties further agree that the Arbitrator(s) will abide by the guidelines and standards of the American Society of Home Inspectors in determining whether the inspection was done properly. Findings are binding on both parties.

7. **Limitation of Action** Unless a demand for arbitration is filed and served on P.R.O.S. within 6 months of the date inspection services are rendered, any subsequent asserted claims against P.R.O.S., whether based on negligence, breach of contract or any other legal theory, shall be forever barred.

8. **Severability** If any tribunal determines that any portion of this Agreement is unenforceable, the remainder of the Agreement shall be enforced as though the unenforceable portion did not exist.

9. **Disputes** If client contends that P.R.O.S. has failed to properly inspect said property, the client shall detail in writing what P.R.O.S. has failed to properly inspect. Within ten (10) days of receipt, P.R.O.S. shall have the right to re-inspect the property at its cost, be provided access to and at P.R.O.S.' option cure the defect. Repairs or replacements performed on said property, without first providing P.R.O.S. an opportunity to re-inspect said property, shall relieve P.R.O.S. and its principals, agents, and employees, from any and all liability.

10. **Disclosure** Client's consent that P.R.O.S. can disclose information from the inspection to real estate agents, sellers of said Property, lenders, appraisers, or other parties intimate to this particular transaction as requested for the purpose of clarification or facilitation of repairs.

11. **Third Party Service Providers** P.R.O.S. has affiliations with third parties to offer value added services to its clients. P.R.O.S. may also arrange for third parties to send literature or make post inspection contact with P.R.O.S.' clients. P.R.O.S. may also receive compensation from outside companies for services/information provided pertaining to this inspection, unless otherwise prohibited in writing by client(s).

12. **Attorney's Fees:** If a lawsuit is filed by the client against P.R.O.S. and P.R.O.S. successfully defends against the claims the client agrees to pay P.R.O.S. reasonable attorney's fees, court costs and all expenses incurred in defending against such claims. If a lawsuit is filed by P.R.O.S. to collect monies due and owing under this contract, the client agrees to pay P.R.O.S. reasonable attorney's fees, court costs and all other expenses incurred.

I HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE.

Client

P.R.O.S. llc

Inspection fee: \$_____

Payable upon completion

X _____

Date: _____

One signature binds spouses, et als, etc.

P.R.O.S. llc Inspector