

Abode Check, LLC

5406 Long Boat Court
Fairfax, VA 22032
(703)255-6622

Contract: Please read carefully

- 1 .ABODE CHECK, LLC and the CLIENT agree that the purpose of the inspection of the PROPERTY listed herein is to determine the apparent condition of the property at the time of the inspection. The property inspection is to be a visual, non destructive inspection which shall not include the opening of walls, ceilings floors or the disassembling of fixtures, appliances, turning on electrical circuits that are off or tripped, or the lighting of gas pilots. The inspector may not move furniture, storage boxes or personal belongings to gain access to outlets, facilities or other equipment. The inspection will meet or exceed the Standards of Practice of the AMERICAN SOCIETY OF HOME INSPECTORS INC (ASHI) when feasible. A copy can be found at www.ashi.org. Additionally, the inspection will conform to the requirements established by the Department of Professional and Occupational Regulation (DPOR) under Virginia Code-18-VAC-15-40-120. A copy can be found at <http://www.dpor.virginia.gov/Boards/ALHI/>
2. The Client agrees that he/she accompanies the inspector at his/her own risk. The Client should also understand that the inspection report expresses the opinion of the inspector: based on his observations, judgment, knowledge, education, training and experience at the time of the inspection. Limitations on access, lighting, time, weather or concealment may prevent the detection of some defects, even ones that appear obvious later. A strong possibility exists that the inspector may not detect or adequately analyze all the defects due to these limitations.
3. Should the CLIENT desire guaranties, warranties or an appraisal of the property, they must be obtained from the seller or others specializing in these matters.
4. Your Abode Check Home Inspector is not a structural engineer licensed to assess the structural integrity of the building(s) and he is not a soils expert. The CLIENT may be advised by the inspector to seek an expert's opinion regarding identified defects.
5. The CLIENT understands and agrees that Abode Check's total liability under this contract is limited to the fees paid for this inspection, and that the inspection report is for the CLIENT'S exclusive use. Fees for this inspection and/or Radon testing are found in the email sent to the client to confirm the time and address of the inspection and wherein the link to this contract is located. The CLIENT agrees to allow Abode Check to produce this report and send it to interested parties in connection with this real estate transaction. The CLIENT agrees to indemnify, defend and hold Abode Check harmless if any third party brings a claim against Abode Check related to this agreement. In the event that the CLIENT makes a

claim against Abode Check, its agents or employees and fails to obtain in award in excess of the fees paid for the inspection, the CLIENT shall be liable to Abode Check for all costs and expenses including reasonable attorney and expert witness fees incurred by Abode Check, its agents or employees in defending said claim.

6. Abode Check and the CLIENT agree to submit disagreements, disputes or claims to binding arbitration in accordance with the rules of the AMERICAN ARBITRATION ASSOCIATION or such other arbitration organization who is intimately familiar with the ASHI Standards of Practice and the Virginia Code, 18-VAC-15-40-10-190 governing home inspectors. The client must have submitted a written description within 30 days of the inspection of the disputed issues to Abode Check; allowed a representative to evaluate the problem prior to any repairs being affected (if possible) and try to resolve the situation by mutual agreement.

7. The property inspection will include an assessment of the following specific components: The Grounds, Exterior, Roof, Foundation and Structural, Heating and Air Conditioning, Plumbing, Electrical, Laundry, Kitchen, Living Spaces, Bathrooms, Bedrooms, Attic, Garage/Carport as may be applicable to the property.

Specific items, areas, and /or components not normally included in the property inspection report may be reviewed without a detailed assessment being made.

The following are some examples but not necessarily all of the items/areas which are not normally inspected including: Swimming pools, Hot Tubs, Solar Systems, Fire Suppression Systems, Irrigation Systems, Water Conditioners, Underground Fuel Tanks, The Self Cleaning Oven, Timer controls for Ovens, Ranges, Microwave Ovens,; operating outside hose faucets (bibs) when turned off by the owner; Insect damage or infestation past or present, adequacy or safety of water supply or waste/sewage systems, humidifiers, the presence of hazardous materials or agents such as Radon, Lead, Formaldehyde, Mold/Mildew, electromagnetic fields, etc.

In accordance with ASHI SOP and Virginia Code 18-VAC-15-40-120 Paragraph b, item 7 the following items will be excluded from the inspection:

The remaining life of any system or component ~ the condition of any system or component not readily accessible ~ The strength, adequacy, effectiveness or efficiency of any system or component.

The cause of any condition or deficiency ~ the methods, materials or cost of corrections ~ Future conditions including but not limited to, failure of systems or components. The suitability of the property for any specialized use, zoning or future public works projects ~ compliance of the property, systems or components with regulatory requirements(codes, including the Virginia Uniform Statewide Building Code, regulations, laws, ordinances etc) the market value of the property or its marketability~ the advisability of the purchase of the property.

8. The CLIENT acknowledges that he/she/ they have read this contract and understand its terms. If this contract is signed by the CLIENT'S representative, said

representative certifies that he/she is authorized to enter into the Contract on behalf of the CLIENT. Acceptance of the Inspection Report or any use thereof by the CLIENT shall be deemed a ratification of said representative's execution of this contract on behalf of the CLIENT.

9. The CLIENT agrees that if ABODE CHECK, LLC re-inspects any item/area of the property at a later time whether to inspect an item/area which was inaccessible during the first inspection, to inspect repairs, to conduct a walk-through inspection prior to settlement or for any other reason, said inspection shall be governed by the same terms and conditions and limits of liability contained herein and the CLIENT shall pay an additional fee to be agreed upon prior to the follow up inspection.