

CONTRACT FOR INSPECTION

RESPONSIBLE PARTY / CLIENT: _____
[] Current Owner [] Potential Buyer [] Agent

PROPERTY ADDRESS: _____

DATE of INSPECTION: _____ FEE: \$ _____

BINDING ARBITRATION: *This contract contains a provision for binding arbitration and notice is hereby given in that regard.* Initials: _____

LIABILITY LIMITATION: *The liability of Elite Inspection, LLC, and/or its employee(s) and/or its agent(s), for duties performed herein, is completely, totally, and exclusively limited to the amount paid by, or on behalf of, the "Responsible Party" designated herein, as specifically designated herein as "Fee", with no warranties of any nature or kind, express or implied, given to the "Responsible Party" and/or any other third party(ies) related to, pertaining to, with interest in, and/or relying thereon.* Initials: _____

NOT INSURANCE / LEGAL RECOURSE: *This contract is not and should not be interpreted or construed as "insurance" or "legal recourse" of any nature and/or kind, for any damage, loss, and/or injury that may result and/or arise from the defect, deficiency, imperfections, and/or improper function of items encompassed and/or potentially encompassed herein. The written opinion, referenced herein and issued after inspection, is only a general assessment of the structure and the items therein, and contains no guaranties, warranties, assurances, and/or certifications otherwise, express or implied, of any nature and kind as to the condition of items encompassed and/ or potentially encompassed herein. Furthermore, Elite advises Client to seek and purchase insurance and/or warranties available through other parties to cover any and all risk(s) that may be of concern.* Initials: _____

SCOPE OF INSPECTION SERVICES: At the request of the Responsible Party (the "Client"), Elite Inspection, LLC and/or its employee(s) and/or its agent(s) (collectively and/or individual referred to herein as "Elite"), **WILL PERFORM** a **LIMITED VISUAL INSPECTION** (the "Inspection") of the residential structure located at the "Property Address" noted above. Elite shall issue Client a written opinion "Report" as to the apparent general condition of the structure at the time of inspection, denoting any observed defects, deficiencies, problems, and/or concerns noted by Elite during the inspection. Client shall be responsible for and warrants that all necessary approvals have been obtained by all parties in interest for Elite to enter the property and dwelling for the purpose of conducting the inspection.

Client has been informed and understands that the inspection and opinion are not intended to be technically exhaustive, may not include every item in the structure, and that all defects in the structure may not be found. During the inspection, no equipment is disassembled, no walls are opened, no furniture is moved, stored items are not moved, and no excavations are performed.

The client is should attend the inspection, but is not required to attend. The inspection may include the following items to the extent that they pertain to the property, if known by and/or accessible to Elite at the time of inspection. Said items as follows are considered to be standard items encompassed by an inspection of this nature and kind, recognized and generally accepted by most nationally recognized inspector associations and/or state and/or federal regulatory agencies:

Grounds, Exterior, Foundation, Crawl Space or Basement, Roof & Attic, Electrical, Plumbing, Heating & Air Conditioning, Bathrooms, Kitchen Appliances, Laundry Room, Interior, Fireplaces, Windows, Doors.

LIMITATIONS OF INSPECTION SERVICES:

Visibility: Elite WILL NOT inspect and/or issue an opinion pertaining to items NOT readily visible at the time of inspection. The Inspection will not be invasive or technically exhaustive, and cannot detect latent conditions or concealed defects such as sewer line back-up or hidden structural damage. **The Inspection is intended to reduce risk but will not eliminate risk.** Since the Inspection will be based upon visual observations made during a limited time period, Elite will not be responsible for any condition affecting any system or component which is intermittent and/or undetectable by visible means during the Inspection. For the purpose of this contract, it shall be mutually resolved between Elite and Client on the day of the inspection, pertaining to any disputes that may arise between the parties as to the "visibility" of an item encompassed and/or potentially encompassed herein, that said item WAS NOT visible at the time of inspection, and that Elite is not responsible for any damage, defects, and/or deficiencies of said item in question and/or any loss and/or damage that may result therefrom.

System Activation: Elite will not inspect and/or issue an opinion on items which do not function at the time of inspection due to inactive systems. Items and issues pertaining thereto, but not limited to, are lighting pilot lights, activating the main water, establishing gas or electric systems, energizing electrical circuits which are shut off or are otherwise inoperable or operate any system or component which does not respond to normal operating controls.

Additional Exclusions: Although mold may be addressed in the report when relevant, this inspection is not a Mold Inspection. The inspection will not include or address the following items, and furthermore, the items are not an exhaustive list of exclusions and Client should not construe said items as such: Code compliance, Structure Durability, Environmental Concerns, Mold, Energy Conservation Standards, Item Efficiency, Fitness for Purpose, Flood or Seismic Risks, Underground Plumbing, Sprinkler Systems, Items Future Life, Items Future Performance, Continued Foundation Stability, Insurability, Merchantability, Value, Obsolescence, Quality, Safety of Inspected Items, Septic systems, Wells, Cisterns, Private Water Supplies, Water Quality, Water Volume, Central Vacuum Systems, Solar Systems, Security Systems, Soils Systems, Lead Paint, Asbestos, Radon, Flammable Materials, Freezers, Remote Transmitters/Receivers, Floor Coverings, Wall Coverings, Free Standing Kitchen Appliances, Self-cleaning or Continuous-cleaning Capabilities of Ovens, Laundry Appliances, Water Conditioners, Swimming Pools/Spas, Tennis Courts, Playground Equipment, Recreational or Leisure Appliances, Insect Issues, Wood Destroying Organisms, EIFS / Artificial Stucco.

Unless specifically stated otherwise, any opinion by Elite to Client pertaining to any of the aforementioned items shall be considered partial, incomplete, unsupported and general information. Client can not and should not rely upon any such opinions made by Elite.

Additional Consultation - Examination: Elite advises Client to seek a second opinion from an experienced specialist in any given area/field/profession pertaining to an item of concern found during Elite's inspection. Elite offers no opinions as to the actual existence and/or extent of damage pertaining to a particular item or effects that may result therefrom. Elite will not issue estimates of costs of potential repairs. Elite will not issue an opinion as to the safety of the structure or any item contained therein, but may not items that are not safe.

WRITTEN OPINION: Elite will render a written and or electronic inspection opinion outlining the condition of items inspected as they existed at the time

of the Inspection. The Opinion will contain Elite's observations of the structure at the time of inspection and may change should conditions change which affect the items inspected. Although code compliance and engineering evaluation are specifically excluded from the inspection, some codes may be referenced as the basis for the opinion. The inspection services to be provided may be further defined and limited by the Opinion and any attachments thereto. Elite will provide the Opinion to the Client, or Client's authorized representative (person(s) ordering inspection, submitting payment, or otherwise designated to represent the Client as Agent). Distribution of copies of the Report to other parties will be at Client's direction, or as otherwise specified by law. The Report will not be released until payment is received by the Company.

REINSPECTION: Should Client discover the structure or item therein to be in questionable condition and said condition be unaddressed in Elite's written opinion, and said item be encompassed by the inspection, then Client agrees to notify Elite, in writing, within fourteen (14) days of the discovery of said condition and provide Elite the opportunity to re-inspect the disputed item and document any concerns prior to the commencement of repair or replacement work pertaining thereto. **Notwithstanding the above, immediate repairs should be made, regardless of whether or not Elite has been given the opportunity to re-inspect a condition, should circumstances warrant immediate repair for the protection of life and/or property.** However, Client's failure to give Elite notice and the opportunity to re-inspect an item where immediate repairs are not required to protect life or property shall preclude Client from pursuing a claim against Elite based on that item.

DISCLAIMER OF WARRANTIES AND GUARANTEES: Elite makes no guarantees and/or warranties, express and/or implied, legal and/or equitable, of any nature and/or kind, from loss, damage, and/or injury, to property and/or person(s), as to any of the following:

- 1. That all repair needs and hazards have been discovered or disclosed in accessible or inaccessible areas.**
- 2. That Elite will pay for, compensate, reimburse, take liability for, repair, improve, and/or otherwise accept responsibility in any capacity for undiscovered problems or conditions.**
- 3. That any of the items inspected are designed or constructed in a good or workmanlike manner.**
- 4. That any of the items inspected will continue to perform in the future as they are performing at the time of inspection.**
- 5. That the building will not experience or contain wood destroying insect activity or damage.**
- 6. That no guaranties and/or warranties of any nature and kind pertaining to the fitness of use of the property.**

BINDING ARBITRATION: Any dispute, controversy, claim, or suits at law, of any nature and/or kind, legal and/or equitable, among the parties encompassed herein and/or any foreseeable party related thereto, for any reason, directly or indirectly, related to the inspection and/or opinion conducted and issued by Elite on the property and/or structure referenced herein shall be submitted to final and binding arbitration under the applicable Code of Laws for the State of South Carolina, incorporated herein by reference, governing such proceedings and shall be the sole and exclusive forum for the resolution of any and all disputes contemplated herein this paragraph. The decision of an appointed arbitrator shall be final and binding upon all parties and a judgment on the award shall be entered in any Court of competent jurisdiction. Under no circumstances shall any party be awarded attorney's fees and/or costs as part of any potential judgment, regardless of the final disposition and resolution in favor of and/or against a particular party. Furthermore, if any provision of this agreement should be determined by an arbitrator or court of competent jurisdiction to be in violation of or contrary to state and/or federal law, then that specific provision shall be held invalid, in and of itself, and the remaining terms contained herein shall continue to be viable; AND, under no circumstances, shall the invalidity of one provision of this agreement constitute grounds for the invalidation of this agreement in whole.

LIMITS OF LIABILITY: Elite and Client agree upon inception of this contract that the complete and total liability of Elite for errors and/or omissions in the inspection and/or opinion conducted for and issued to Client in reference to the property encompassed herein is limited, fixed, maximized, and/or otherwise restricted to a complete refund of the "fee" paid by Client to Elite for said inspection and opinion, and nothing more. Said "fee" is noted on the first page of this contract. Client is advised to note that the "fee" charged by Elite for said inspection and opinion is reflective of the fact that individual experts and/or specialists on multiple specific issues pertaining to residential structures were not used in the inspection and opinion encompassed herein. Furthermore, Client is advised that an opinion without limits on liability may be obtained by specialists and/or experts in specific areas, at considerable additional expense above the "fee" charged herein. Client is advised to employ the services of additional experts and/or specialists if Client has concerns believed to be unaddressed by Elite's inspection and opinion.

NOT INSURANCE / LEGAL RECOURSE: Client acknowledges the understanding that home inspections are not insurance and do not provide protection against unexpected conditions or repair /replacement needs and costs. Client acknowledges that there are risks involved in purchasing property, and while the ordering of a home inspection may reduce the risks, risk cannot be eliminated by doing so. Client acknowledges the understanding that Elite is not an insurer and does not insure against defects of any nature and/or kind, disclosed and/or undisclosed, in the property and/or structure. Client acknowledges the understanding that insurance and warranties may be purchased through other parties that may protect against concerns of risk Client may have. Client's acknowledgment of this provision constitutes Client's affirmation and acceptance of the understanding of Elite's limitation of liability as denoted in this contract.

THIRD PARTY DISCLAIMER: This Contract and the Written Opinion pertaining thereto constitutes the sole and entire agreement between Elite and Client. The inspection and opinion are for the sole and exclusive use and benefit of the Client. The opinion is not intended for the use or benefit of anyone other than the Client. No third party shall have any right and/or standing arising from the inspection or the Opinion. Opinions are non-transferable and may not be relied upon by other parties without the written consent of both Elite and the Client, unless otherwise specified by law. In consideration of Elite's furnishing Client the Opinion, Client will indemnify and hold Elite harmless from any claims, demands or costs as a result of any third party demand or claim arising out of the Inspection or the Opinion

ACKNOWLEDGMENT AND ACCEPTANCE: Elite and the Client acknowledge that this agreement is the complete and total agreement between the parties and that there are no other terms, agreements, and/or representations, oral or otherwise, pertaining thereto. Wherever there is a reference herein to the Client, the singular includes the plural and the masculine includes the feminine and the neuter.

By signing below, I acknowledge that I have read this Agreement, that I understand the terms and conditions hereof and I agree to be bound by these terms and conditions.

Client

Date

Elite Inspection, LLC

Date