

FIG Services, L.L.C. d/b/a FOX INSPECTION GROUP Re-Inspection Service Agreement

The reason for this service agreement is to help you, our client, understand what a re-inspection is and what it can and what it cannot do for you. Please read carefully – this is a binding legal agreement

INTENT OF RE-INSPECTION:

We are not in the business of certifying workmanship and/or warranting another company's repair work. Receipts and/or warranty for work performed should be obtained from the company or companies who have provided repairs.

When inspecting repaired items called out from a previous report, Fox Inspection Group applies the same standards used to perform the standard real estate inspection. It is our experience from nearly 20 years in business that during this process, some repair work will be done well, some done not so well and some items not even be addressed; even when licensed contractors are used. When it can be determined through visual inspection that a repair has not been done properly, we will identify it in the report.

Some repairs cannot be visually verified, for instance; 1) Have you ever had your car repaired, only to find the same or another problem manifest itself shortly after leaving the shop? 2) Was the wall with all the termite damage repaired properly? The final product is a painted and finished wall that we did not personally witness being built. 3) Is the A/C properly repaired? We will measure the temperature differential across the coils on the day of the inspection to see if the unit is cooling properly, but cannot determine if the repair contractor simply charged the system to pass inspection or properly repaired the freon leak. 4) The list goes on and on. Combined with the fact that there are many ways to effect a repair (1/2 dozen ways to skin the proverbial cat / a seller's idea of a repair can differ greatly from a buyer's idea of a repair).

The Fox Inspection Group does not certify quality of workmanship and/or warranty another company's repair work. We urge the client to obtain all relevant documentation including receipts, parts lists, description of repairs etc. for all significant repairs. Warranty for work performed should be obtained from the company or companies who have affected the repairs

It is the expressed intent and purpose of this report to inform you the client exclusively of the **visual ("eyeball") observations** and opinions made on the day of the inspection as to whether or not the agreed upon repairs of the subject property are performing the function for which they were intended to perform or not. It is not within the intent and/or scope of this report to determine the insurability, habitability, suitability of use, economic life span, deferred maintenance issues, and/or issues unnamed in this report.

This report is neither an expressed nor implied warranty and / or guarantee as to future life and/or performance of the items inspected, but is intended to express the inspector's perceived impression of the apparent performance of the components viewed on the date of the inspection. **Our intent is to reduce your risk associated with this transaction, however we cannot eliminate all risk nor assume your risk.**

SCOPE OF INSPECTION:

The content of this report is based solely upon "eyeball" observations of apparent performance. Opinions have been formed from the inspector's personal knowledge and experience and not upon any code requirements and/or performance standards. Compliance with any federal, state or local codes and/or other legal requirements is not within the scope or intent of this report.

METHOD OF INSPECTION:

The inspection methodology has not been of a formal engineered type of inspection. Many of the repaired components were judged indirectly by the visible condition of the surfaces and/or components open to view. Observations were made both inside as well as outside of the structure; however, these observations were limited to only those areas open to view without moving any item, i.e.; inhabitants furniture, belongings or stored items which was blocking the view.

The inspector did not employ any instruments to aid in the inspection, **disassemble any component of an item checked**, (i.e.: disassemble a heating unit to inspect for a cracked heat exchanger), conduct extensive destructive testing, calculations, or removal of wall and floor covering unless noted in the body of this report.

LIMITATION OF INSPECTION:

The visual inspection method employed will generally produce a competent first impression assessment of the apparent repaired components, provided refurbishing repairs have not been performed which would mask distress patterns normally produce by components problems.

Because the inspection procedure is visual only and was not intended to be diagnostic and/or technically exhaustive, an inherent residual risk remains that undiscovered problems exist and/or future problems will develop. There is no guarantee or warranty stated or implied that all defects have been found or that FIG Services, LLC d/b/a Fox Inspection Group will pay for the repair of any defect not discovered. The content of this report should be considered as an opinion of apparent performance of the items inspected and not engineering fact.

THIS INSPECTION DOES NOT INCLUDE THE INSPECTION OF, SAMPLING FOR OR TESTING OF ANY SUBSTANCE CLASSIFIED OR OTHERWISE IDENTIFIED WITH OR AS A TOXIC SUBSTANCE AND/OR BIO-HAZARD OR WOOD DESTROYING INSECTS OR ORGANISMS.

Expert Testimony / Litigation Financial Compensation Clause:

In the event our services are needed at any time in the future as expert testimony or in a litigation case, client agrees at this time / in advance to financially compensate this firm for it's time and services.

Terms: Non-refundable retainer of \$2,500.00 upfront, Hourly rate of \$175.00 for any activities on our part for your case, including but not limited to; deposition, phone time, research, court time, travel time portal to portal, review of case prior to court appearance, etc. Balance due invoiced weekly, submitted Wednesday, payable that Friday

SEVERABILITY CLAUSE:

In the event any portion of the agreement / contract is ruled to be invalid, only that portion shall become null and void and not affect other parts of this contract.

ARBITRATION / DISPUTE RESOLUTION

We reserve the right to refuse service to anyone for any reason.

In the event a dispute arises regarding a re-inspection that has been performed under this service agreement, Client(s) agree to notify FIG Services, LLC d/b/a Fox Inspection Group within ten (10) days of the time of discovery to give Fox Inspection Group a reasonable opportunity to re-inspect the property and resolved the dispute amicably. Upon the request of either party, all unresolved disputes relating to this agreement shall be submitted for arbitration in accordance with (AAA) American Association of Arbitrators then in effect with costs shared equally. This provision shall be specifically enforceable and damages for breach of this provision shall include but not limited to court costs and attorney's fees. Client agrees that FIG Services, LLC d/b/a Fox Inspection Group and it's agents liability, if any, shall be limited to the amount of the inspection fee paid for inspection. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence.

FIG Services, LLC d/b/a Fox Inspection Group does is not in the business of certifying workmanship and/or warranting another company's repair work. Receipts and/or warranty for work performed should be obtained from the company or companies who have provided repairs.

We are not responsible for another participant's personal safety during the inspection process. Client, their representative's, or others participation shall be at his/her own risk for falls, injuries, property damage, etc.

ACKNOWLEDGEMENT: THE UNDERSIGNED HAS REVIEWED THIS DOCUMENT, UNDERSTANDS ITS CONTENT AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN SPECIFICALLY INCLUDING THE CLAUSE TITLED ARBITRATION / DISPUTE RESOLUTION. THE CLIENT FURTHER REPRESENTS AND WARRANTS THAT HE OR SHE HAS FULL AND COMPLETE AUTHORITY TO EXECUTE THIS CONTRACT ON BEHALF OF ANY SPOUSE OR SIGNIFICANT OTHER, AND TO FULLY BIND ANY SPOUSE OR SIGNIFICANT OTHER TO ALL THE TERMS, CONDITIONS, EXCLUSIONS AND LIMITATIONS OF THIS AGREEMENT.

Client Signature(s): _____ Date _____
_____ Date _____

Client e-mail _____

If after walking thru the property with the inspector, you are in anyway dissatisfied with the services provided by FIG Services, LLC d/b/a Fox Inspection Group, you are under no obligations to pay the inspection fee.

*Unless otherwise instructed we will provide a copy of this report to the realtors involved in this transaction
Please do not send a copy of the report to Listing Agent Selling Agent Circle One or Both*

Inspection Fee \$ _____ made payable to Fox Inspection Group
Paid Check # _____ Or by (circle one) CC or \$\$
Property Address: _____

Inspector: _____ Date _____

Gordon Fox #1718 Pres, Lesley Fox #3648 VP, Ruben Santillan #5570, Mark Chalmers #6000, Mike Johnson #6389, Andy Walters #7158, Steve Reid #7248, David Gibbs #7406, John Henry #7415, Burney Garland #9378, John Tatum #9459, Ryan Sprague #10524, John McElroy #10533, Agents