

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

INTENT OF INSPECTION:

Our intent is to identify and communicate physical deficiencies associated with a particular property to you, our client. The term *physical deficiencies* means the presence of conspicuous defects or material deferred maintenance of a subject property's material systems, components, or equipment as observed during the field observer's walk-through survey. This definition specifically excludes deficiencies that may be remedied with routine maintenance, miscellaneous minor repairs, normal operating maintenance, etc., and excludes de minimis conditions that generally do not present material physical deficiencies of the subject property.

We will be conducting a baseline property condition assessment (PCA) in substantial compliance with ASTM E2018-01 Standard Guide For Property Condition Assessments. The work product resulting from completing the PCA will be a Property Condition Report (PCR). The PCR will incorporate the information obtained during the Walk-Through Survey, the Document Review and Interviews of those having direct knowledge of the subject property, and will include opinions of probable costs for suggested remedies of the physical deficiencies identified.

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 structure, electrical, plumbing, and mechanical components of the subject property are performing the function for which they were intended to perform or are in need of immediate repairs. It is not within the intent and/or scope of this report to determine the insurability, habitability, suitability of use, 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 field observer's perceived impression of the apparent performance of the structure, electrical, plumbing, and mechanical 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 the PCR is based solely upon "eyeball" observations of apparent performance. Opinions have been formed from the field observer'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; therefore, no soil, physical or geological testing or inspections were performed. Many of the structural, electrical, plumbing, and mechanical 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 field observer did not employ any instruments to aid in the inspection, disassemble any component of an item checked, conduct extensive destructive testing, calculations, or removal of wall and floor covering unless noted in the body of the Property Condition Report (PCR).

LIMITATION OF INSPECTION:

The visual inspection method employed will generally produce a competent first impression assessment of the apparent past structural, electrical, plumbing, and mechanical components, provided refurbishing repairs have not been performed which would mask distress patterns normally produce by structural, electrical, plumbing, and mechanical 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 the Property Condition Report (PCR) 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/ORGANISMS. Client Advisory: No moisture, mold and /or indoor air quality (IAQ) tests were performed, The inspector is not qualified / certified for such evaluations / studies. The client should be aware that various fungi, molds and mildew flourish in such an environment provided by water intrusion events, excessively moist conditions and / or water damaged conditions. A growing concern to date includes the adverse effect on indoor air quality and the potential for inherent health hazards. If concerned the client is advised to contact a qualified IAQ Professional for further evaluations of this property.

ASTM 2018-01 Inspection Service Contract Cont.

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 the next 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 an 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 or sub-contractors 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 not conduct inspection services for any reason. 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. We are not responsible for another participant's personal safety during the inspection process. Client, their representative's or other participant shall bear their 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, EXPERT TESTIMONY / LITIGATION FINANCIAL COMPENSATION AND THE FORENSIC INSPECTION SERVICE FEE SCHEDULE / COST CLAUSES: THE CLIENT FURTHER REPRESENTS AND WARRANTS THAT HE OR SHE HAS FULL AND COMPLETE AUTHORITY TO EXECUTE THIS CONTRACT ON BEHALF OF ANY SPOUSE, SIGNIFICANT OTHER, CORPORATION, BUSINESS ENTITY, ETC., OR OTHERS, AND TO FULLY BIND ALL OTHERS TO ALL THE TERMS, CONDITIONS, EXCLUSIONS AND LIMITATIONS OF THIS AGREEMENT.

**IN THE ABSENCE OF CLIENT TO SIGN THIS SERVICE AGREEMENT
NO WORK ON OUR PART WILL BEGIN.**

Client Signature(s): _____ Date _____

_____ Date _____

Client e-mail _____

Inspection Fee \$ _____ *made payable to Fox Inspection Group*

Property Address: _____

_____ Date _____
Gordon Fox President FIG Services, L.L.C. d/b/a FOX INSPECTION GROUP