

Wind River Property LLC

Inspection Agreement

(Please read carefully)

THIS AGREEMENT is made and entered into by and between **Wind River Property LLC**, referred to as "Inspector", and _____, referred to as "Client".

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client and/or broker will pay the sum of _____ for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at _____. Payment for services is due at the time of the inspection. Additional fees or surcharges may be applied for payments not collected at or prior to the date of inspection. If payment is made by credit card an additional 2.9% of the total sum will be added. There will be a \$50 late payment fee for any payments received more than 7 days past the date of the inspection. An additional \$100 will be applied at 14 days and collections will be pursued on any accounts not paid within 30 days. Late fees and collection charges are added to the original inspection fee.

Once a home inspection has been scheduled you have 24 hours to cancel your appointment before the scheduled date and time for no charge. Cancellations made less then 24 hours from date and time of scheduled appointment will be charged \$100 cancellation fee payable by credit card and/or on receipt of invoice, no exceptions.

2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.

3. The parties agree that the "Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. A copy of the Standards is included with this report. If the state where the inspection is performed imposes more stringent standards or administrative rule, then those state standards shall define the standard of duty and the conditions, limitations and exclusions of the inspection.

4. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.

5. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.

6. This Agreement, including the terms and conditions on the reverse side, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah, and if that state's laws or regulations are more stringent than the forms of the agreement, the state law or rule shall govern.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. Client acknowledges receipt of the standards of practice which applies.

Signature: _____ Date: _____ Time: _____

Street Address: _____ Buyer Present: Yes No

City/State/Zip: _____

Agent present: Yes No Agent's Name: _____

Inspector's Signature _____ Date: _____

Inspectors Address: **4610 S. Namba Way Salt Lake City, Utah 84107**

Client agrees to release reports to seller/buyer/Realtor®: Yes No

SEE NEXT PAGE FOR ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS

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(ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS)

7. The parties understand and agree that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement is done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The client further agrees that the Inspector is liable only up to the cost of the inspection. Wind River Property LLC may have an affiliation with third-party service providers ("TPSP") in order to offer value-added services to its Clients. The company may also arrange for these TPSP to send literature or make post-inspection contact with the Company's Clients.

8. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; wood boring insects; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; heating systems accessories; solar heating systems; sprinkling systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae, lightning arrestors, trees or plants; governing codes, ordinances, statutes and covenants and manufacturer specifications. Client understands that these systems, items and conditions are exempted from this inspection. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.

9. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.

10. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

11. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State law. Furthermore, any legal action must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the Inspector has its principal place of business. In the event that Client fails to prove any adverse claims against Inspector in a court of law, Client agrees to pay all legal costs, expenses and fees of Inspector in defending said claims.

12. This inspection does not determine whether the property is insurable.

13. CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.

ADDENDUM TO INSPECTION AGREEMENT

Any dispute, controversy, interpretations or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed hereunder shall be the final and binding judgment on the Award may be entered in any Court of competent jurisdiction.

Signature: _____ Witness: _____