

MCKEE HOME INSPECTION SERVICES

* 15005 Colonia De Las Rosas * Bakersfield, CA 93306 * 661.978.0777 *

Inspection Agreement Authorization and Terms

THIS AGREEMENT is made and entered into by and between “McKee Home Inspection Services” and the undersigned “_____”, Referred to hereinafter as “CLIENT.” Collectively are referred to herein as “the parties.” The Parties Understand and Voluntarily Agree as follows:

1. McKee Home Inspection Services GUARANTEES to perform a visual, non-invasive inspection of the home/building and to provide CLIENT with a computer generated inspection report with photos identifying the defects that McKee Home Inspection Services both observed and deemed material. McKee Home Inspection Services may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure. This product is relayed to CLIENT, whose responsibility it is to read, interpret and act upon it. A licensed contractor should evaluate all noted concerns and adjacent areas. McKee Home Inspection Services denies any liability, as he has no authority to require that any party accomplish anything mentioned or suggested in this report.

2.0. Unless otherwise inconsistent with this Agreement or not possible, McKee Home Inspection Services agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors (NACHI) posted at; <http://www.bakersfieldhomeinspector.biz/Home-Inspectors-standards-of-practice.html> Although McKee Home Inspection Services agrees to follow NACHI Standards of Practice, CLIENT understands that these standards contain certain limitations, exceptions and exclusions. Systems, items, and conditions, which are not within the scope of the building inspection, include, but are not limited to:

2.1. Such as; sealed areas, sprinkler systems, spas, attic areas without permanent flooring, any crawlspace areas with less than 36" clearance, security and fire protection systems; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; heating systems accessories; solar heating systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae, lightning arrestors, trees or plants; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; etc. unless otherwise indicated below.

2.2. CLIENT understands that McKee Home Inspection Services will NOT be testing for the presence of potential dangers arising from radon, mold, asbestos, lead paint, formaldehyde, soil contamination, pest infestation, toxic or flammable materials, "and all other or potentially harmful substances" that are similar environmental hazards or violations. McKee Home Inspection Services is not qualified to detect the presence of Chinese Drywall. Accordingly the issue of Chinese Drywall (and its potential problems) is beyond the scope of the inspection report.

2.3. CLIENT understands that McKee Home Inspection Services will not test for compliance with applicable governing or building codes, ordinances, statutes and covenants and manufacturer specifications, give mention of “notices” and “recall notices”.

2.4. CLIENT understands that these systems, items and conditions are excluded 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.

2.5. CLIENT also understands that NACHI is not a party to this Agreement and that NACHI has no control over McKee Home Inspection Services or representations made by McKee Home Inspection Services and does not supervise McKee Home Inspection Services.

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3. The inspection and report are performed and prepared for the exclusive use for CLIENT. McKee Home Inspection Services will not discuss observations with real estate agents, owners, repairpersons, and other interested parties without permission. McKee Home Inspection Services accepts no responsibility for use or misinterpretation by third parties. 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 McKee Home Inspection Services. McKee Home Inspection Services inspection of the property and the accompanying report are in no way intended to be an insurer, guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components and systems inspected. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law. "McKee Home Inspection Services" MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.

If any structure or portion of any structure that is to be inspected pursuant to this Agreement is a log home, log structure or similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an Inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs or similar defects that are not visible by an exterior visual inspection.

4. McKee Home Inspection Services assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of McKee Home Inspection Services, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to McKee Home Inspection Services negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to McKee Home Inspection Services, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among McKee Home Inspection Services and CLIENT; and (iii) to enable McKee Home Inspection Services to perform the inspection at the stated fee.

5. McKee Home Inspection Services does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless McKee Home Inspection Services holds a valid occupational license, in which case he/she may inform CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.

6. In the event of a claim against McKee Home Inspection Services, CLIENT agrees to supply McKee Home Inspection Services with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release McKee Home Inspection Services and its agents from any and all obligations or liability of any kind. CLIENT agrees to submit, in lieu of litigation, any disputes which may arise in connection with the Inspection of the subject property, to mediation / arbitration under the Rules of the National Association of Certified Home Inspectors Alternate Dispute Resolution Service <http://www.nachiadrs.com>. CLIENT and McKee Home Inspection Services acknowledge that they are bound

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by the Terms and Conditions of the Inspection Agreement, and that the outcome of any mediation and/or arbitration may be based upon those very Terms and Conditions, and with substantial compliance with the Standards of Practice of NACHI. CLIENT further agrees to be responsible for all costs associated with the request for mediation/arbitration. CLIENT understands that, under the Terms of this Agreement, mediation and arbitration proceedings shall be governed and followed as prescribed under the Rules for Mediation, and the Rules for Arbitration, are set forth by ADRS. Proceedings shall first attempt to reach a voluntary settlement under the Rules for Mediation. Should mediation fail to produce a voluntary settlement, and based upon information conveyed during the proceedings, ADRS shall then render a final decision as to the outcome of the action sought under its Rules regarding Arbitration. Both Parties agree to hold the Mediator / Arbitrator, NACHI, and ADRS, harmless from the results of any sought action, or resolution reached through the process. The parties agree that any litigation subsequent to the ADRS process shall be filed only in the Court having jurisdiction in the County in which McKee Home Inspection Services has his principal place of residence / business (Kern Country, Ca.). In the event that CLIENT fails to prove any adverse claims against McKee Home Inspection Services in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of McKee Home Inspection Services in defending said claims.

7. CLIENT understands that any legal action against NACHI itself allegedly arising out of this Agreement or McKee Home Inspection Service's relationship with NACHI must be brought only in the District Court of Boulder County, Colorado.

8. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of McKee Home Inspection Services or its agents shall be binding unless reduced to writing and signed by McKee Home Inspection Services. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT agrees to have no cause of action against McKee Home Inspection Services after 6 months from the date of the inspection.

9. Neither this Agreement nor the agreed-upon Inspection Report is transferable or assignable unless agreed upon.

10. CLIENT is responsible for having a qualified professional evaluate the comments and concerns, as well as all related systems, noted in the Inspection Report and for conducting a complete and thorough final walk-through inspection on this property immediately before closing.

12. Payment of the fee to McKee Home Inspection Services is due upon completion of the on-site inspection and PRIOR to report delivery. CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

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In Consideration of the Promise and Terms of this Agreement, The Parties Understand and Voluntarily Agree as follows:

The CLIENT will pay the sum of \$_____ for the inspection of the "property", being the residence, and garage or carport if applicable.

Make Check Payable to: Russ McKee

Mail To: 15005 Colonia De Las Rosas, Bakersfield, CA 93306

Payment Type: Cash: _____ Credit Card: _____ Check: _____ Check # _____

Received by: Russ McKee

Signature: _____ Date: _____

Inspection "property" Address: _____

City/State/Zip: _____

Inspection Date: _____ Inspection Time: _____

Agent present: Yes _____ No _____ Agent Name: _____

Agent Signature: _____

Agent Company: _____

Buyer Present: Yes _____ No _____

CLIENT agrees to release report to seller/buyer/Realtor®: Yes _____ No _____

CLIENT has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. CLIENT acknowledges receipt of the "standards of practice" which he/she has downloaded from our web site, which applies.

<http://www.bakersfieldhomeinspector.biz/Home-Inspectors-standards-of-practice.html>

CLIENT Signature: _____ Date: _____

CLIENT Signature: _____ Date: _____

INSPECTOR Signature: _____ Date: _____

Russ McKee

661.978.0777

russ@mckeehommiesinc.com

www.bakersfieldhomeinspector.biz

NACHI ID #: NACHI08020605