



PRE-INSPECTION AGREEMENT

THIS AGREEMENT, made and entered into in the State of Ohio this _____ day of _____, 20____ between Metro Home Inspections LLC, hereinafter designated as "MHI", and _____ hereinafter designated as the "client", who agrees to pay MHI for the following inspection services regarding the property located at _____.

Only those services checked off will be provided:

- | | |
|---|---------------|
| <input type="checkbox"/> Home Inspection | Fee: \$ _____ |
| <input type="checkbox"/> Radon Gas testing (EPA recommends testing all homes below the 3 rd floor) | Fee: \$ _____ |
| <input type="checkbox"/> Structural Certification | Fee: \$ _____ |
| <input type="checkbox"/> EDR Neighborhood Environmental Report™ | Fee: \$ _____ |
| <input type="checkbox"/> Water Testing | Fee: \$ _____ |
| Total Fee: \$ _____ | |

WITNESSETH: that the said parties agree with ALL the items and conditions contained herein.

1. The home inspection and report shall identify and describe the visually observable condition of the: **PRIMARY CENTRAL HEATING SYSTEM; PRIMARY CENTRAL AIR CONDITIONING SYSTEM** (weather permitting); **INTERIOR PLUMBING SYSTEM; ELECTRICAL SYSTEM; ROOF COVERING AND FRAMING; INTERIOR AND EXTERIOR WALLS, WINDOWS, DOORS, CEILINGS, AND FLOORS; BASEMENT AND FOUNDATION; INSULATION AND VENTILATION**, and provide a written report identifying those systems and components found to be significantly deficient or near the end of their service lives. The home inspection shall be performed in accordance with the "**STANDARDS OF PRACTICE**" of the American Society of Home Inspectors (ASHI®). These standards are available for the client to review prior to accepting this agreement (see other side of page).

2. It is specifically understood that this survey is not "technically exhaustive" and is limited to visual observations that exist at the time of the inspection only. Latent and/or concealed defects are excluded from this survey. Equipment and systems will not be dismantled nor will furniture, appliances, or items stored, be moved or removed to conduct the inspection. The inspection and report exclude all components, items, and conditions that are not observed, regardless of the reason they are not observed. Detached buildings (other than the primary garage) will not be inspected unless otherwise noted in this agreement.

3. Payment is due on receipt of the inspection report. The inspection and report are not intended to reflect the value of the property, or make any representation as to the advisability or inadvisability of purchase. The inspection and report are for the sole and exclusive use of the client, not intended for the use and/or benefit of any other person, party or other entity; not transferable. The inspection and report shall not be construed as a compliance inspection for zoning or other governmental or nongovernmental codes or regulations. Engineering and/or testing services are not provided unless otherwise noted in this agreement.

4. The inspection and report exclude and do not intend to cover swimming pools, whirlpools, hot tubs, spas, saunas, fountains, playground equipment, fences, storm windows & doors, recreational & leisure appliances, kitchen & laundry room appliances, all underground systems, water conditioners, termite, pest, or vermin infestation, security systems, security bars, energy saving devices, air purifiers, fireplace inserts and equipment, seasonal equipment, outdoor grilles, low voltage lighting, telephone systems, systems which are shut off or otherwise secured, and all cosmetic items such as wall coverings, window treatments, and carpeting. Also excluded are lead, asbestos, carbon monoxide, urea formaldehyde, underground storage tanks, soil contamination, electromagnetic fields, or any and all other hazardous or toxic substances and pollutants. Radon gas, mold, and water testing are also excluded unless otherwise noted in this agreement. Any comments or testing regarding excluded items are strictly "informational" only.

5. THE PARTIES AGREE THAT MHI AND ITS AGENTS WILL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING IN EITHER CONTRACT OR TORT. THE INSPECTION AND REPORT ARE NOT INTENDED AS A GUARANTEE OR WARRANTY AS TO THE CONDITION OF THE PROPERTY. THERE ARE NO WARRANTIES OF MERCHANTABILITY, IMPLIED OR EXPRESS WARRANTIES, EXCEPT THOSE CONTAINED HEREIN.

6. ALL REPRESENTATIONS ARE CONTAINED IN THE WRITTEN REPORT. THE CLIENT AGREES THAT HE/SHE HAS NOT RELIED ON ANY ORAL REPRESENTATIONS.

7. ANY DISPUTE BY AND BETWEEN THE PARTIES WHETHER IN CONTRACT OR TORT ARISING OUT OF THE INSPECTION OR REPORT SHALL BE SUBMITTED TO BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN THE GREATER CLEVELAND, OHIO METROPOLITAN AREA. THE STANDARDS OF PRACTICE OF THE AMERICAN ARBITRATION ASSOCIATION SHALL BE THE STANDARD USED TO ARBITRATE ANY DISPUTE.

8. ANY DISPUTE MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE INSPECTION. ANY DISPUTE RAISED THEREAFTER SHALL BE TIME BARRED.

IN WITNESS WHEREOF: the parties first mentioned above have read and understood this agreement, hereby agree with all the conditions contained herein, and binding on the day and year first mentioned above, have their representatives hereunto affix their hands.

MHI: _____ CLIENT: _____