

Inspection Agreement

ProTeam Inspectors

16 Brookridge Cove Little Rock, AR 72205 501-258-2378

<p>1. Client Name, Address & Telephone No.:</p> <p>Joe Test</p> <p>(501) 555-5555 proteamar@gmail.com</p>	<p>2. Property Address to Be Inspected ("Property"):</p> <p>123 Buyers Lane, My Town, AR</p> <p>Date of Inspection*: Monday, April 10th, 2023</p> <p>Order #: 230410-32928</p>
<p>3. Inspector: Richard Mobley HI - 1497</p>	<p>4. Inspection Fee: \$0.00</p>
<p>5. Buyers Agent Report Delivery:</p> <p>Unless instructed otherwise, the Inspector will deliver a copy of the Report to:</p>	<p>* NOTE: Inspection is not guaranteed on or before the indicated date. Many factors can affect actual inspection date.</p> <p>Inspector will make a good faith effort to comply with any Special Instructions. However, Special Instructions are not a material part hereof and Inspector has no liability for failure to observe the same.</p>

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Joe Test (herein "Client") and Mobley Home Inspections, Inc. also known as, and doing business as, ProTeam Inspectors, (herein "Inspector") agree as follows:

1. Scope of Services

In exchange for the paid Fee, ("Fee") Inspector agrees to perform a LIMITED, NON-INVASIVE, VISUAL Inspection ("Inspection") of the Readily Accessible areas of the primary structure, and to provide other products and services agreed upon and listed on the invoice and produce a written Report ("Report") of the installed systems and components of the primary structure on the Property ("Property"). This Inspection is limited to the examination, observation and operation of the accessible systems and components of the Property by using normal operating controls and opening readily operable access panels.

The purpose is to identify conditions that, in the professional opinion of the Inspector, are **Significantly Deficient** or to identify systems and components that are at the end of their service lives.

Due to conditions beyond the Inspector's control, some normally inspected systems and components may not be available or safe for Inspection during the scheduled appointment time. These items will not be included in this Inspection.

If at any time, additional Inspections, products or services are requested for this Property, including but not limited to: Re-Inspections, Expert Witness Services, Mold Survey, Outbuildings, Swimming Pools or any other services or Inspections of systems or components that were not available or safe for inspection during the original Inspection, then additional Fees will apply. Furthermore, these Inspections, products or services are also subject to all the terms and conditions of this Agreement in addition to any Addendums that may apply for

the services.

2. Standards of Practice

Except as modified herein, the Inspection will be conducted under the Standards of Practice contained in 198.00-1-401 of the Arkansas Administrative Code and the Code of Ethics ("SOP") promulgated by the Arkansas Home Inspector Registration Board ("AHIRB") and specifically incorporated herein and made a material part hereof by reference. A copy of the AHIRB SOP can be found at: <https://www.labor.arkansas.gov/wp-content/uploads/standards.pdf> (<https://www.labor.arkansas.gov/wp-content/uploads/standards.pdf>)

This Agreement modifies selected provisions of this SOP.

Except as modified herein, the SOP defines the Scope of the Inspection, the duties of the Inspector, and the limitations and exclusions of the Inspection and Report. The terms and conditions contained in this Agreement shall be in addition to, and not limitations of the duties, or limitations, and exclusions in the SOP.

Furthermore, in the event of a conflict between these terms and conditions and the SOP, the terms and conditions contained in this Agreement shall prevail.

In order to keep our Inspectors safe, Client agrees to modify the SOP as follows: All roof Inspections will be conducted using any means the Inspector determines appropriate at the time of the Inspection. Roof Inspections may be conducted by, but not limited to: walking on the roof, examining the roof from a ladder at the edge of the roof, using binoculars from the ground or any other means Inspector deems appropriate.

At any time within 30 days after delivery of the Report, without any liability to Client, Inspector reserves the right to change, modify or amend the Report to correct or supplement the Report due to later review of field notes, repairs or discovery of inadvertent omissions.

If any additional products or services are purchased, (Example: Mold, Swimming Pool, Etc.) they will be conducted in accordance with this Agreement and any Addendums that may apply and, if any, their applicable additional Standards of Practice.

3. No Warranties or Guarantees

The Inspection and the Report are not intended, nor shall they be used or treated by the Client or anyone else, as a guarantee or warranty expressed or implied, regarding the Adequacy, Performance, Life Expectancy, or Condition of any aspect of the Property. The Client acknowledges and agrees that the Inspector is not an insurer of any inspected or non-inspected conditions of the Property.

4. Inspection Objective - Significantly Deficient

In order to keep Inspection costs down and to expedite the Inspection process, the purpose and objective of the Inspection and its Report is to identify examples of **Significantly Deficient** systems or components.

A **Significantly Deficient** system or component is a specific issue with the Property that may have a significant, adverse impact on the value of the Property, or that poses an unreasonable risk to people.

A **Significantly Deficient** system or component occurs when a system or component is not functioning as intended and the estimated expected repairs when performed by a qualified licensed contractor may cost, whichever is greater than:

- A. \$1,000.00 or more, or
- B. 1% or more, of the value of the Property at the time of the inspection

Or, there is a significant safety risk to people.

Issues that are not **Significantly Deficient** are not required to be disclosed in the Report.

The Inspection and its Report shall not be required to be technically exhaustive or reveal minor defects or every issue that exists or ever could exist. The Report identifies only those **Significantly Deficient** systems or

components observed at the time of the Inspection. The Inspector may offer additional comments as a courtesy, but these comments will not comprise the bargained-for Report.

The Report is not a listing of all locations of all defects. Only examples of defects are identified in the Report. Additional incidences of similar defects in similar locations are expected and are not identified in the Report.

In order to fully understand the scope and costs of the observed defects, Inspector recommends Client contact competent qualified licensed and/or certified contractors or specialists to further inspect, evaluate and examine, not only the identified examples, but also include and inspect, evaluate and examine all possible locations of, and for, similar defects. Furthermore, all recommendations should be followed up on and fully evaluated before the end of the inspection contingency period.

If Client desires a complete listing of all locations of all **Significantly Deficient** systems or components, additional Inspection and Reporting are available for additional Fees.

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5. Client's Duty

Client acknowledges, agrees and understands this Inspection is a LIMITED, NON-INVASIVE, VISUAL Inspection. Therefore, by the very nature of the limitations of the Inspection process, there is the possibility of undetectable damage or defects.

Hidden or concealed damage is possible.

This Inspection cannot predict or anticipate future conditions.

Client understands and accepts that the Inspection and Report are intended to reduce, but cannot eliminate, uncertainty regarding the condition of the Property. The Client is responsible for reviewing the permit history and for researching any legal actions or insurance claims involving the Property.

Client understands the risk involved and acknowledges and agrees to not hold the Inspector responsible for these damages or defects.

Client agrees to read the entire Report immediately when it is available for review and to promptly contact the Inspector with any questions or concerns regarding the Inspection or Report.

Inspector uses a two-part Inspection process for the optional Premium Package. The first part is the investigation of the Property. The second part is the After-Inspection Walk-Through. The Client acknowledges that Client and/or any authorized representative has been offered the opportunity to, and encouraged to, attend and participate in the After-Inspection Walk-Through that is part of the optional, additional cost, Premium Package. Client understands and recognizes that failure to purchase the Premium Package and participate in the After-Inspection Walk-Through may result in less than a complete understanding of the findings detailed in the Report. The Client further acknowledges that such participation is at the Client's own risk. Client understands and acknowledges that Inspector will not answer questions or interact with Client during the first part investigational portion of the Inspection.

Furthermore, Client acknowledges and understands that only the first part investigational portion of the Inspection is included in the Basic Package.

6. Inspection Limitations and Reporting Exclusion

The Inspection and Report do not cover: normal wear and tear, minor or cosmetic damage or defects; including but is not limited to: cosmetic or decorative items; non-structural minor or cosmetic damage; scratched, dented, stained, chipped, cracked, or damaged surfaces, walls, trim, moldings, counters, cabinets, wall coverings, sheetrock, floor coverings, carpeting, tile, paint; or other components not essential to the safe habitation of the structure.

The Inspection and Report do not cover: land subsidence, or other geological problems; future conditions; the presence of wood-destroying organisms including termites; latent, intermittent or hidden defects or deficiencies; exterior detached buildings, carports or garages; appliances, including kitchen and laundry appliances; surface grading, obstructions or drainage characteristics in or around the Property.

The Inspection and Report do not cover Environmental and Health conditions: from the possible presence of, or danger from, suspected Hazardous Substance including, but not limited to, Mold, Asbestos, Radon Gas, Urea Formaldehyde, Lead Paint, Fungi, Molds, Mildew, Feces, Urine, Vermin, Pests, or any Animal or Insect; Drywall that may have been manufactured with contaminated materials (including, but not limited to, carbon disulfide, carbonyl sulfide and hydrogen sulfide), Polychlorinated Biphenyls (PCBs), or other Toxic, Reactive, Combustible, or Corrosive Contaminants, Materials; or Substances in the Water, Air, Soil, or Building Materials.;

The Inspection and Report do not cover: Highly unique/technical complex systems or components; Water Wells, Septic Systems, Cisterns, Water Softening or Filtration Devices, Hot Tubs, Swimming Pools or Lawn Irrigation Systems; Forced Air Furnace Heating Exchangers; or Intercom, Telephone, Cable, Low Voltage, Audio, Data or Computer Systems, Home Automation System or related wiring.

The Inspector will not: inspect any item that is concealed, not Readily Accessible; or in a difficult to access area; or move: furniture, insulation, personal or stored items, equipment, plants, soil, snow, ice or debris or other obstructions; or take any action which may result in damage to the Property or personal injury to the Inspector.

This is not an Inspection for compliance with any applicable Building Codes or to determine the Insurability of the Property or to determine the value of the Property. The Inspection and Report will not include any engineering or architectural analysis.

Nothing in the report and no opinion of the Inspector should be construed as advice to the Client to purchase, or not to purchase, the Property, or serve as a prediction of future conditions or the value of the Property. Further, any descriptions of deficiencies of the Property should not be interpreted as estimates for the costs of repairs to any system or component of the Property.

Client is advised to contact a competent specialist if Client desires information, inspection, identification, or testing of these excluded systems or components or any other system or component not available or safe for Inspection during the scheduled appointment time or excluded by SOP and by this Agreement.

If Client desires, additional Inspections of any of these excluded items, they may be available by or through the Inspector for additional Fees. Contact the Inspectors office for more details.

7. Additional Products and Services - Third Party Service Providers

If Client chooses any type of optional Premium Package for their Inspection, the Inspector may provide additional value-added products and services for additional Fees. These products and services, some of which may contain limited warranties, may be provided through Third Party Service Providers ("TPSP") and may not be included or covered in this Agreement.

All TPSP are managed and operated solely and exclusively by the TPSP and they alone are responsible for all aspects of their products and services. See the literature provided by the TPSP for their terms and conditions.

Many TPSP features may require completion of forms, data input, activation or validation by Client for them to become effective and in force.

If Client has chosen additional value-added products and services, then by entering into this Agreement, Client (a) authorizes the Inspector to provide Client's contact information (including mailing address, email and phone number) to TPSP; (b) waives and releases any restrictions that may prevent TPSP from contacting Client (including by phone, SMS "Text" messaging, email or any other communication system or device); and (c) authorizes TPSP to contact Client to set up the products and services. Furthermore, Client's acknowledges

and understands that the use of any products or services offered by any TPSP are totally voluntary. Client may use any products and services from any source the Client chooses.

If Client has chosen products and services that include the Porch suite of value-added products and services, then Porch will be calling to confirm Client's order after the inspection or Client may call: **884-314-1347** for immediate assistance. Visit <http://www.porch.com> (<http://www.porch.com>) for more details.

8. Copyrighted Information - Exclusive Intellectual Property

The Report is copyrighted and all data about the Property and information gathered in the Inspection process are the exclusive intellectual property of the Inspector and may be used, disclosed, sold, distributed, and disseminated to any party in any manner and for any purpose at the sole discretion of the Inspector. The Inspector grants the Client a license to use the Report for the sole purpose of evaluating the Property and/or requesting repairs. Client agrees to, not disclose, distribute, give, sell, permit the use of, or disseminate any data or information contained in the Report to any third party, entity, person or company without the express written consent from the Inspector.

The Report may not be relied upon by anyone other than Client, and Inspector assumes no liability to any third party for either the Inspection or opinions expressed in the Report.

9. Scheduling

Without any liability to Client or failure of the Inspector to fulfill its obligations under this Agreement, Inspector reserves the right to re-schedule or cancel this Inspection for any reason at any time before the Report is delivered. The reasons may be, but are not limited to: illness; equipment malfunctions; weather conditions; perceived potential danger or bodily harm or claims; excessive risk or stress; Property or neighborhood conditions; perceived potential harm or damage to the Inspector or Inspector's reputation; or any other reason. If the inspection is canceled and the Inspector declines to re-schedule, then any paid Fees will be refunded. No Report will be issued.

Furthermore, no explanation of the reasoning for any re-scheduling or cancellation will be required from the Inspector.

Additionally, the Client reserves the right to re-schedule or cancel this Inspection for any reason at any time before the Report is delivered.

Inspector shall have no liability if the Inspection is not performed, or the Report not completed before the end of the Inspection contingency period or closing date.

10. Claims

In the event the Client becomes aware of any alleged reportable condition not contained in the Report, the Client agrees to promptly notify the Inspector and allow the Inspector and/or the Inspector's designated representative(s) to inspect alleged condition(s) prior to making any repair, alteration, or replacement.

Furthermore, Client agrees to allow the Inspector ongoing inspections and oversight of all investigations, demolition, and reconstruction of the condition.

If the Client fails to so notify the Inspector and fails to allow additional inspections, then any costs of such repairs, alterations or replacements will be entirely at the Client's cost without recourse against the Inspector.

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11. Limited Liability Waivers

In order to help keep Inspection costs down, Client agrees that any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any and all damages whatsoever arising out of, from, or related to this Agreement, the Inspection and Report be limited to the following Limited Liability Waivers:

A. Maximum Liability Waiver

The Inspector's maximum liability shall not exceed two (2) times the paid Fee.

B. Statute of Limitations Waiver

Any claim must be submitted for **Dispute Resolution** within one hundred eighty (180) days of the date of the Report. Any claim not brought within this time period shall be barred.

CLIENT UNDERSTANDS AND AGREES THAT THESE LIMITED LIABILITY WAIVERS LIMIT, SUPERSEDE AND REPLACE ANY OTHER PROVISIONS OR LIMITATIONS SET FORTH BY LAW OR STATUTE.

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12. Dispute Resolution

A. Small Claims Court - Binding Arbitration

Client agrees any dispute, controversy, interpretation, 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 Agreement or the Inspection and Report shall be resolved through **Small Claims Court** (or similar court of limited monetary jurisdiction) in the jurisdiction applicable to this Agreement. In the event that the amount in dispute exceeds the jurisdiction of the applicable **Small Claims Court**, the dispute shall be settled by **Binding Arbitration** administered by Construction Dispute Resolution Services, or if unavailable, Resolute Systems, before a single arbitrator using its Commercial Arbitration Rules. The arbitrator shall have at least three years of knowledge and experience in the home inspection industry or similar knowledge and experience in construction.

Each party agrees to pay its own costs of arbitration.

Any legal action or proceeding shall be brought in the County in which the Property is located.

B. Non-Disparagement Agreement

Furthermore, Client agrees to not make any disparaging statements or representations about the Inspector without first prevailing in the above **Dispute Resolution** process. This includes but is not limited to any derogatory or defamatory statements or representations about the Inspector, directly or indirectly, whether orally or in writing, by word, gesture or by any manner whatsoever, including but not limited to any person, entity, message board, provider of ratings or reviews for public or private use or any communication by which, if publicized would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, person, entity, product or quality of the Inspector.

ENFORCEMENT FEES AND COSTS

Any party failing to follow the **Dispute Resolution** process including the **Non-Disparagement Agreement** identified above, shall be **liable for all fees and costs** associated with compelling or enforcing compliance with the **Dispute Resolution** process and the **Non-Disparagement Agreement**.

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**THIS AGREEMENT CONTAINS WAIVERS
AND AFFECTS THE RIGHTS OF THE CLIENT
AND THE RIGHTS OF THE INSPECTOR.**

13. Rights and Responsibilities

The Client acknowledges and understands that Client has a right to have an attorney of the Client's choice review this Agreement before signing.

Additionally, the Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Agreement, the Client is free to:

- A. not sign this Agreement and retain another service provider to perform the services, or
- B. negotiate with the Inspector for different terms and conditions.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter, and supersedes all prior negotiations, agreements and understandings. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. This Agreement may only be amended by a written document duly executed by all parties.

This Agreement shall be governed by Arkansas law. Any provision of this Agreement which proves to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this Agreement, and all such other provisions shall remain in full force and effect.

Client may not assign this Agreement. If there is more than one Client, you are signing on behalf of all of them and you represent that you are authorized to do so for all Clients and/or intended beneficiaries. The provisions of this Agreement will be binding upon any party that takes title to the Property with the Client or claims title to the Property through the Client including but not limited to, spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever.

I have read and agree to each of the terms, conditions, limitations and exclusions of this Agreement and any attached Addendum(s).

CLIENT: Joe Test
(Printed Name)

By:
(Signature)

Officer: Richard Mobley

By: 

Title: President

Date: April 10th, 2023

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Modified and Effective 10/31/2022. For use exclusively by ProTeam Inspectors; Mobley Home Inspections, Inc.

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