

THIS IS A LEGALLY BINDING CONTRACT - PLEASE READ CAREFULLY

Client:

Inspection No.:

Date:

Property Address:

This inspection agreement contains the terms and conditions of the Inspection as well as limitations of the scope, remedies and liability of your (Client's) contract with Ashton Home Inspections, Inc. (Ashton). By signing below the Client represents and warrants that the Client has secured all approvals necessary for Ashton to conduct the Inspection of the property listed above. This Inspection and Inspection Report are made for the exclusive use of the Client and is not to be transferred to or relied upon by any other person without written permission of Ashton.

Client agrees to release of copy to: Seller Y / N, Buyer Y / N, Real Estate Agent/Broker Y / N.

1. INSPECTION Ashton agrees to perform a limited visual Inspection of the systems and components as they exist at the time of the inspection and for which the Client agrees to pay a fee. The Inspection will be performed in accordance with the Standards of Practice of the American Society of Home Inspectors (ASHI), which is available upon request, and is limited by the limitations, exceptions and exclusions so stated in the Standards of Practice and this Agreement.

2. LIMITATIONS, EXCEPTIONS AND EXCLUSIONS The Inspection includes only those systems and components expressly and specifically identified in the Inspection report. The limitations, exceptions and exclusions in the ASHI Standards of Practice are incorporated in this Inspection. In addition, any area or condition that is not exposed to view, is concealed, is inaccessible because of soil, vegetation, walls, carpeting, ceilings, furnishings, stored items or in any other fashion, is not covered by this Inspection. The Inspection does not include any destructive testing or dismantling. **The following systems, components and areas are among those NOT included in the Inspection or Inspection Report:**

- Latent or concealed defects, compliance with building and zoning codes, system or component installations, adequacy or recalls.
- Damage from or relating to termites or other wood destroying insects, dry-rot, fungus, rodents or any other pest.
- Asbestos, radon, gas, lead, urea formaldehyde, mold, mildew, odors, noise, toxic or flammable chemicals, water or air quality, PCBs or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites or other health or environmental hazards.
- Private water and sewer systems, water softeners and purifiers, radiant heat or solar heat systems.
- Pools, spas, hot tubs, saunas, steam baths, fountains, or other types or related systems or components.
- Thermostatic, time clock or radio controlled devices, automatic gates, elevators, lifts or dumbwaiters.
- Free standing kitchen and laundry appliances. Furnace heat exchangers. Gas shut-off valves. Gas leaks. Gas appliances such as fire pits, barbecues, space heaters and lamps.
- Seismic, safety, security and fire alarm systems. Security bars and/or other safety equipment and monitoring devices.
- Unique or technically complex systems of components or systems. Component life expectancy, adequacy or efficiency of any system or component.

3. DISCLAIMER OF WARRANTY The Inspection and Inspection Report do not, in any way, constitute a/an 1) guarantee, 2) Warranty of condition or fitness for a particular purpose, 3) express or implied warranty, or 4) an insurance policy. Nor is the Inspection or Report a substitute for real estate disclosures or municipal pre-sales inspection findings as may be required by law.

4. NOTICE AND STATUTE OF LIMITATIONS Client agrees that any claim for negligence, breach of contract or otherwise, be made in writing and **reported to Ashton within ten (10) business days of discovery**. Client further agrees to allow Ashton the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions, **before Client or Client's agents, employees, or contractors repairs, replaces, alters or modifies the claimed discrepancy**. Client understands and agrees that any failure to notify Ashton as stated above shall constitute a waiver of any and all claims Client may have against Ashton or its inspector. Any legal action must be brought within one (1) year of the date of Inspection. Failure to bring said action within one (1) year is a full and complete waiver of any rights, actions or causes of action that may have arisen there from. Time is expressly of the essence herein. This time period may be shorter than otherwise provided for by law.

5. LIQUIDATED DAMAGES It is understood and agreed to by both parties that Ashton is not an insurer, that the payment for the Inspection and Report are based solely on the value of the services provided by Ashton in the performance of a limited visual inspection and production of an Inspection Report as described herein, that it is impracticable and extremely difficult to fix actual damages, if any, which may result from a failure to perform such services, and in the case of failure to perform such services and a resulting loss, Ashton's liability hereunder shall be limited and fixed in amount of Five Hundred Dollars (\$500.00), as liquidated damages, and not as a penalty, and this liability shall be exclusive.

6. DISPUTE RESOLUTION Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, misrepresentation or any other theory of liability 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 American Arbitration Association, Inc. The decision of the Arbitrator appointed there under shall be final and binding and judgement on the Award may be entered in any Court of competent jurisdiction.

7. GOVERNING LAW AND SEVERABILITY This agreement is governed by Ohio law. If any portion of this Agreement is found to be invalid or unenforceable by any Court or Arbitrator the remaining terms shall remain in force between the parties.

8. RECEIPT OF REPORT Ashton's agreement to perform the Inspection and to produce a written Inspection Report is contingent on the Client's agreement to the provisions, terms, conditions and limitations of this Agreement. If this Agreement is not signed by Client prior to or at the time the written Inspection Report is provided to the Client, and/or Client objects to any of the terms of this Agreement, Client shall return the written Inspection Report to Ashton and any fee that has been paid will be refunded to the Client. Failure to return the written Inspection Report and payment of the fee shall constitute the full acceptance of all of the terms of this Agreement.

9. OTHER SERVICES It is understood and agreed to by both parties hereto that all of the provisions, limitations, exceptions and exclusions shall apply to any optional services entered into by the parties.

10. CLIENT'S DUTY TO PAY If any party other than the Client, whether they are a party to this agreement or not, agrees to pay for the inspection at a future date based on a certain event occurring and Ashton agrees to take payment under that agreement, the Client understands and agrees that the Client is always the responsible party for making any payment due to Ashton for this Inspection. If the other party does not pay within the time agreed, the Client agrees to immediately pay Ashton upon notice.

11. COMPANY RELATIONSHIPS/THIRD PARTY PROVIDERS Ashton may have an affiliation with third party service providers in order to offer additional services to its Client(s). By signing this agreement you authorize our third party service provider(s) to call you at the numbers you have provided to discuss these special service offers.

12. ENTIRE AGREEMENT, MODIFICATION & 3rd PARTIES This agreement represents the entire agreement between the Client and Ashton. No oral agreements, understandings or representations shall change, modify or amend any part of this Agreement. No change(s) or modification(s) shall be enforceable against either party unless such change(s) or modification(s) are in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

Home Inspection Fee:
Radon Gas Test Fee:
Pest Inspection Fee:
Other _____:

Client's Present Address:

Client's Phone:

TOTAL OF FEES

Clients e-mail address:

I have read, understand and agree to all the terms and conditions of this Agreement and to pay the total fee shown above.

Ashton Home Inspections, Inc.

Client's Signature: _____

By: _____
Charles A. Mulligan, President

Date: _____

Date: _____