

INSPECTION AGREEMENT

(PLEASE READ CAREFULLY)

HomeSmart agrees to conduct an inspection for the purpose of informing the CLIENT of major deficiencies in the condition of the property. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the CLIENT. The written report will only include the following:

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| <ul style="list-style-type: none"> • structural condition and basement • electrical, plumbing, water heater, heating & cooling • quality, condition and life expectancy of major systems • kitchen and appliances | <ul style="list-style-type: none"> • general interior, including ceilings, walls, windows, insulation and ventilation • general exterior, including roof, gutter, chimney, drainage, grading |
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It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing only at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection; equipment, items and systems will not be dismantled.

Maintenance and other items may be discussed, but they are not a part of the inspection. The report is not a compliance inspection or certification for the past or present governmental codes or regulation of any kind.

The inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards, including but not limited to radon gas, lead paint, asbestos, mold, mildew, urea formaldehyde, toxic or flammable chemicals, and water and airborne hazards. Also excluded are inspection of and reports on swimming pools, wells, septic systems, security systems, central vacuum systems, water softeners, sprinkler systems, fire and safety equipment, and the presence or absence of rodents, termites and other insects.

The parties agree that **HomeSmart** and its agents and employees, assume no liability or responsibility for the cost of repairing or replacing any unreported defect or deficiency, either current or arising in the future, or for any property damage, consequential bodily damage of any nature. **THE INSPECTION AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. HOMESMART IS NOT AN INSURER OF ANY INSPECTED CONDITIONS.**

It is understood and agreed that should **HomeSmart** and/or its agents or employees be found liable for any loss or damages resulting from failure to perform any of its obligations, including but not limited to negligence, breach of contract, or otherwise, then the liability of **HomeSmart** and/or its agents and employees shall be limited to sum equal of the amount of the fee paid by the CLIENT for the inspection and report.

CLIENT and HOMESMART agrees that should a court of competent jurisdiction determine and declare that any portion of this agreement is void, voidable or enforceable, the remaining provisions and portions shall remain in full force and effect.

Acceptance and understanding of this agreement are hereby acknowledged:

HomeSmart Inspections Date

Client Date