

Holscher Home Inspection, LLC Pre-Inspection Agreement

This is the Pre-inspection Agreement required by WAC 308-408C-050 between _____ (hereinafter "Client"), and Holscher Home Inspection, LLC (hereinafter "Inspector"), pertaining to Inspector's inspection of the Property located at: _____ . Inspector is an unbiased party and performs the services contemplated herein based upon Inspector's education, training, and expertise. The Parties understand and agree to the following terms and conditions for purposes of this inspection.

1. The inspection fee is \$_____, payable in full at a time before the appointment.
2. Inspector will perform a visual inspection of the home/building and provide Client with a written report identifying the defects that were (1) observed and (2) deemed material. Any comments offered by Inspector are only provided as a courtesy. The inspection report is supplementary to the seller's disclosure.
3. Inspector will perform the inspection in accordance with the State of Washington Administrative Code (WAC) Title 308 Chapter 308-408C Standards of Practice available online at: <http://apps.leg.wa.gov/wac/default.aspx?cite=308-408C> as limited by the limitations, exceptions and exclusions so stated in the Washington State Standards of Practice and this Agreement. Client understands that Inspector will be assessing the condition of the property at the time of the inspection using visual observations, simple tools and normal homeowner operational controls, and reporting deficiencies of systems and components. Client agrees that if the Inspector recommends further evaluation of a condition as noted in the Inspection Report proper due diligence will be followed. Client's failure to secure further evaluation in no way warrants any liability towards the Inspector. Client understands that this inspection is not exhaustive, but is limited to a visual inspection of the readily accessible areas of the structure. Any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or the like is specifically excluded from this Inspection.
4. The Inspection and Inspection Report will not address radon gas, mold, asbestos, lead paint, formaldehyde, water, soil contamination, air quality, building or zoning code, regulation, and legal compliance or other environmental hazards or violations. This is not an environmental survey. If any structure to be inspected is a log structure or includes log construction, Client understands that such structures have unique characteristics that may make it impossible for Inspector to inspect and evaluate them by visual inspection. Therefore, the scope of said inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.
5. The Inspection and Inspection report are for Client's use only, and Client is the sole owner of the report and all rights to it. Client hereby consents to allow Inspector to discuss Inspector's observations with real estate agents, owners, repair persons, or other interested parties. Inspector is not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release Inspector (including employees and business entities) from any liability whatsoever. If Client or any person acting on Client's behalf provides the report to a third party who then commences litigation, Client releases us from any liability and agree to pay Inspector's costs and legal fees in defending said action. The Inspection and Inspection Report are in no way a guarantee or

warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Inspector disclaims all warranties, express or implied, to the fullest extent allowed by law.

6. Inspector assumes no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, Inspector's liability is limited to liquidated damages in an amount not greater than the fee paid. Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. Client acknowledges that the liquidated damages specified herein is not a penalty, but it is intended to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk; and (iii) enable Inspector to perform the inspection for the agreed-upon fee.

7. Inspector does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. If Inspector holds a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.

8. In the event of a claim against Inspector, Client agrees to provide us with the following: (1) written notification of the claim within seven days of discovery in detail and with supporting documents; and (2) immediate access to the premises. Failure to comply with these conditions releases Inspector from all liability. Client further agrees to allow Inspector the opportunity to re-inspect before Client effectuates any repairs, replacements, alterations or modifications.

9. Client agrees that the exclusive venue for any litigation arising out of this Agreement shall be in King County within one year from the date of the inspection. Failure to bring said action within one year of the date of the Inspection is a full and complete waiver of all rights, claims and actions. Time is of the essence. If Client fails to prove any claim against Inspector, Client agrees to pay all legal costs, expenses and attorney's fees incurred by Inspector in defending that claim.

10. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents the entire agreement between the parties; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by Inspector shall be binding unless reduced to writing and signed by Inspector. Any modification of this Agreement must be in writing and signed by Client and Inspector. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. Client will have no cause of action against us after one year from the date of the inspection.

11. If Client requests a re-inspection, the re-inspection is subject to the terms of this Agreement.

12. This Agreement may not be transferred or assigned.

14. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against Inspector by reason of the rule that any ambiguity in a document is construed against the party drafting it. Client acknowledges it had the opportunity to consult qualified counsel before signing this.

Client acknowledges it has read the foregoing and has received a copy of this Inspection Agreement.

Client: <hr/>	Holscher Home Inspection, LLC <hr/>
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