



AGR Contracting LLC.

Home Inspection Services

95 Willow Lane Portsmouth, RI 02871

Office:401-683-6767

agrhomeinspection.com

Home Inspection Report

CLIENT INFORMATION

INSPECTION DATE 1/3/07

TIME 12:00

WEATHER clear

TEMPERATURE 40 DEGREES F

INSPECTOR Andrew Richter

CLIENT NAME Andrew Richter

ADDRESS 95 Willow Ln.

CITY/ST/ZIP Portsmouth, RI 02871

PHONE # (401)683-6767

BROKER _____

AGENCY _____

PHONE # _____

PROPERTY INFORMATION

OWNER Andrew Richter

ADDRESS 95/93 Willow Ln.

CITY /ST/ZIP Portsmouth ,RI 02871

PHONE # 401-683-6767

BROKER _____

AGENCY _____

PHONE # _____



OBSERVATION, EVALUATION, AND REPORT ON THE CONDITION OF THE FOLLOWING IN ACCORDANCE WITH THE NACHI STANDARDS OF PRACTICE

- 1. Definitions and Scope.
- 2. Standards of Practice
 - 2.1. Roof
 - 2.2. Exterior
 - 2.3. Basement, Foundation, Crawlspace & Structure
 - 2.4. Heating
 - 2.5. Cooling
 - 2.6. Plumbing
 - 2.7. Electrical
 - 2.8. Fireplace
 - 2.9. Attic & Insulation
 - 2.10. Doors, Windows & Interior
- 3. Limitations, Exceptions & Exclusions
- 4. Glossary of Terms



The World's Elite Inspectors

National Association of Certified Home Inspectors



1. Definitions and Scope

1.1. A Home inspection is a non-invasive visual examination of a residential dwelling, performed for a fee, which is designed to identify observed material defects within specific components of said dwelling. Components may include any combination of mechanical, structural, electrical, plumbing, or other essential systems or portions of the home, as identified and agreed to by the Client and Inspector, prior to the inspection process.

I. A home inspection is intended to assist in evaluation of the overall condition of the dwelling. The inspection is based on observation of the visible and apparent condition of the structure and its components on the date of the inspection and not the prediction of future conditions.

II. A home inspection will not reveal every concern that exists or ever could exist, but only those material defects observed on the day of the inspection.

1.2. A Material defect is a condition with a residential real property or any portion of it that would have a significant adverse impact on the value of the real property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect. or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

1.3. An Inspection Report shall describe and identify in written format the inspected systems, structures, and components of the dwelling and shall identify material defects observed. Inspection reports may contain recommendations regarding conditions reported or recommendations for correction, monitoring or further evaluation by professionals, but this is not required.



2.1. Roof

I. The inspector shall inspect from ground level or eaves:

- A. The roof covering.
- B. The gutters.
- C. The downspouts.
- D. The vents, flashings, skylights, chimney and other roof penetrations.
- E. The general structure of the roof from the readily accessible panels, doors or stairs

ROOF

2.1	ITEM	DESCRIPTION, EVALUATION	NA	S	RR
A	COVERING	ASPHALT ARCHITECTURAL 30 YR/ 10YRS OLD		x	
B	GUTTERS	ALUMINUM		x	
C	DOWNSPOUTS			x	
D	VENTS	MISSING LOUVERS			X
D.1	FLASHINGS			x	
D.2	SKYLIGHTS			x	
D.3	CHIMNEY			x	
D.4	OTHER		x		
E	STRUCTURE			x	





2.2. Exterior

- A. The siding, flashing and trim.
- B. All exterior doors, decks, stoops, steps, stairs, porches, railings, eaves, soffits and fascias.
- C. And report as in need of repair any spacings between intermediate balusters, spindles, or rails for steps, stairways, balconies, and railings that permit the passage of an object greater than four inches in diameter.
- D. A representative number of windows.
- E. The vegetation, surface drainage and retaining walls when these are likely to adversely affect the structure.
- F. And describe the exterior wall covering.

EXTERIOR

2.2	ITEM	DESCRIPTION,OBSERVATION	NA	s	RR
A.1	SIDING	Cedar shingle		x	
.A.2	FLASHING			x	
A.3	TRIM			x	
B.1	FRONT DOOR			x	
B.1	BACK DOOR			x	
B.2	DECK		x		
B.3	STOOPS			x	
B.4	STEPS	93 NO RAILING 95 NO BALUSTERS			x
B.5	STAIRS			x	
B.6	PORCHES			x	
B.7	RAILINGS				x
B.8	EAVES			x	
B.9	SOFFITS			x	
B.10	FACIA			x	
C.1	BALUSTER SPACES				x
D.1	WINDOWS			x	
E.1	VEGETATION			x	
E.2	DRAINAGE			x	
E.3	RETAINING WALL			x	
F.1	WALL COVERING			x	





2.3. Basement, Foundation & Crawlspace

- A. The basement.
- B. The foundation
- C. The crawlspace.
- D. The visible structural components.
- E. Any present conditions or clear indications of active water penetration observed by the inspector
- F. And report any general indications of foundation movement that are observed by the inspector, such as but not limited to sheetrock cracks, brick cracks, out-of-square door frames or floor slopes.

2.3	ITEM	DESCRIPTION,OBSERVATION	NA	s	RR
A	BASEMENT			x	
B	FOUNDATION			x	
C	CRAWLSPACE		x		
D	STRUCTURE			x	
E	WATER			x	
F.1	MOVEMENT			x	
F.2	SHEETROCK			x	
F.3	BRICKS			x	
F.4	DOORFRAMES			x	
F.5	FLOOR SLOPES			x	

BASEMENT FOUNDATION&CRAWNSPACE



2.4. Heating

- A. The heating system and describe the energy source and heating method using normal operating controls.
- B. And report as in need of repair electric furnaces which do not operate.
- C. And report if inspector deemed the furnace inaccessible.

2.4	ITEM	DESCRIPTION,OBSERVATION	NA	S	RR
A.1	TYPE	BOILER		200 F	
A.2	FUEL	OIL		x	
A.3	DISTRIBUTION	BASEBOARD RADIATORS		x	
A.4	CONTROLS	ZONE VALVES		x	
B.	FURNACES		x		
C	ACCESSIBLE			x	
	Other	LEAK AT TANKLESS HEATER			x

HEATING & COOLING



2.5. Cooling

- A. The central cooling equipment using normal operating controls.

2.5	ITEM	DESCRIPTION,OBSERVATION	NA	S	RR
1.A.1	TYPE		X		
1.A.2	DISTRIBUTION		X		
1.A.3	CONTROLS		X		



2.6. Plumbing

- A. Verify the presence of and identify the location of the main water shutoff valve.
- B. Inspect the water heating equipment, including combustion air, venting, connections, energy sources, seismic bracing, and verify the presence or absence of temperature-pressure relief valves and/or Watts 210 valves.
- C. Flush toilets.
- D. Run water in sinks, tubs, and showers.
- E. Inspect the interior water supply including all fixtures and faucets.
- F. Inspect the drain, waste and vent systems, including all fixtures.
- G. Describe any visible fuel storage systems.
- H. Inspect the drainage sump pumps testing sumps with accessible floats.

2.6	ITEM	DESCRIPTION,OBSERVATION	NA	S	RR
A.1	WATER MAIN	LOCATION FRONT OF (95)		x	
B.1	WATER HEATER	INDIRECT BOTH		X	
B.2	COMBUSTION AIR			X	
B.3	VENTING			X	
B.4	CONNECTIONS			X	
B.5	FUEL	OIL		X	
B.6	BRACING			X	
B.7	T&P			X	
B.8	WATTS 210			X	
C	TOILETS			X	
D.1	SINKS	LEAK UNDER KITCHEN SINK			x
D.2	TUBS	CHIPPED (95)		X	
E	DISTRIBUTION			X	
F.1	DRAINS			X	
F.2	VENTS			X	
G.1	FUEL STORAGE			X	
H.1	SUMP PUMP		X		

PLUMBING





2.6. Plumbing (CONTINUED)

- I. Inspect and describe the water supply, drain, waste and main fuel shut-off valves, as well as the location of the water main and main fuel shut-off valves.
- J. Inspect and determine if the water supply is public or private.
- K. Inspect and report as in need of repair deficiencies in the water supply by viewing the functional flow in two fixtures operated simultaneously.
- L. Inspect and report as in need of repair deficiencies in installation and identification of hot and cold faucets.
- M. Inspect and report as in need of repair mechanical drain-stops that are missing or do not operate if installed in sinks, lavatories and tubs.
- N. Inspect and report as in need of repair commodes that have cracks in the ceramic material, are improperly mounted on the floor, leak, or have tank components which do not operate.

SEC 2.6	ITEM	DESCRIPTION,OBSERVATION	NA	S	RR
1.1.1	SUPPLY	COPPER		X	
1.1.2	DRAIN	COPPER/PVC		X	
1.1.3	WASTE VALVE		X		
1.1.4	LOCATION			X	
1.1.5	FUEL SHUTOFF	ON TANKS FTONT (93)		X	
1.1.6	LOCATION			X	
1.J	PUBLIC/WELL	PUBLIC			
1.K	FLOW 65 PSI	FAUCET 1 <input type="text" value="55 PSI"/> FAUCET 2 <input type="text" value="55 PSI"/>		X	
1.L	FAUCETS			X	
1.M	DRAIN STOPS			X	
1.N	TOILETS			X	

PLUMBING



2.7. Electrical

- A. The service line.
- B. The meter box.
- C. The main disconnect.
- D. And determine the rating of the service amperage.
- E. Panels, breakers and fuses.
- F. The service grounding and bonding.
- H. A representative sampling of switches, receptacles, light fixtures, AFCI receptacles
- I. And test all GFCI receptacles and GFCI circuit breakers observed and deemed to be GFCI's during the inspection.

2.7	ITEM	DESCRIPTION,OBSERVATION	NA	S	RR
A	SERVICE LINE			X	
B	METER BOX			X	
C	DISCONNECT	NOT ENOUGH CLEARANCE			x
D	SERVICE AMPS	200		X	
E.1	PANNELS	200/60 100		X	
E.2	BREAKERS			X	
E.3	FUSES			X	
F.1	GROUNDING			X	
F.2	BONDING			X	
H.1	SWITCHES			X	
H.2	RECEPTICLES			X	
H.3	FIXTURES			X	
H.4	AFCI		X		
I.	GFCI'S			X	

ELECTRICAL





2.7. Electrical (CONTINUED)

J. And report the presence of solid conductor aluminum branch circuit wiring if readily visible.

K. And report on any GFCI-tested receptacles in which power is not present, polarity is incorrect, the receptacle is not grounded, is not secured to the wall, the cover is not in place, the ground fault circuit interrupter devices are not properly installed or do not operate properly, or evidence of arcing or excessive heat is present.

L. The service entrance conductors and the condition of their sheathing.

M. And describe the amperage rating of the service.

N. And report the absence of smoke detectors.

O. Service entrance cables and report as in need of repair deficiencies in the integrity of the insulation, drip loop, or separation of conductors at weatherheads and clearances.

2.7	ITEM	DESCRIPTION,OBSERVATION	NA	S	RR
J	ALUMINUM WIRE		X		
K	DAMAGED GFCI		X		
L	SERVICE	LINES INSULATION DETERIATED			X
M	AMPERAGE			X	
N	SMOKE			X	
O.1	INSULATION			X	
O.2	DRIP LOOP			X	
O.3	SEPARATION			X	
O.4	WEATHERHEADS			X	
O.5	CLEARANCES			X	



ELECTRICAL



2.8. Fireplace

- A. The fireplace, and open and close the damper door if readily accessible and operable.
- B. Hearth extensions and other permanently installed components.
- C. And report as in need of repair deficiencies in the lintel, hearth and material surrounding the fireplace, including clearance from combustible materials

2.8	ITEM	DESCRIPTION,OBSERVATION	NA	s	RR
A.1	FIREPLACE		X		
A.2	DAMPER				
B	EXTENSIONS				
C.1	LINTEL				
C.2	HEARTH				
C.3	CLEARANCES				

FIREPLACE



2.9. Attic, Ventilation & Insulation

- A. The insulation in unfinished spaces.
- B. The ventilation of attic spaces.
- C. Mechanical ventilation systems.
- D. And report on the general absence or lack of insulation.

2.9	ITEM	DESCRIPTION,OBSERVATION	NA	s	RR
A	INSULATION			X	
B	VENTILATION			X	
C	MECHANICAL			X	
D	DEFICIENCIES				

ATTIC



2.10. Doors, Windows & Interior

- A. Open and close a representative number of doors and windows.
- B. Inspect the walls, ceilings, steps, stairways, and railings.
- C. Inspect garage doors and garage door openers by operating first by remote (if available) and then by the installed automatic door control.
- D. And report as in need of repair any installed electronic sensors that are not operable or not installed at proper heights above the garage floor.
- E. And report as in need of repair any door locks or side ropes that have not been removed or disabled when garage door opener is in use.
- F. And report as in need of repair any windows that are obviously fogged or display other evidence of broken seals.

2.7	ITEM	DESCRIPTION,OBSERVATION	NA	s	RR
A.1	DOORS			X	
A.2	WINDOWS			X	
B.1	WALLS			X	
B.2	CEILINGS			X	
B.3	STEPS			X	
B.4	STAIRWAYS			X	
B.5	RAILINGS			X	
C.1	GARAGE DOORS		X		
C.2	DOOR OPENER		X		
C.3	REMOTE		X		
D.1	SENSORS		X		
D.2	SENSOR HEIGHT		X		
E	DOOR LOCKS			X	
F	WINDOW SEALS			X	

DOORS,WINDOWS



3. Limitations, Exceptions & Exclusions

3.1. Limitations:

- I. An inspection is not technically exhaustive.
- II. An inspection will not identify concealed or latent defects.
- III. An inspection will not deal with aesthetic concerns or what could be deemed matters of taste, cosmetic, etc.
- IV. An inspection will not determine the suitability of the property for any use.
- V. An inspection does not determine the market value of the property or its marketability.
- VI. An inspection does not determine the advisability or inadvisability of the purchase of the inspected property.
- VII. An inspection does not determine the life expectancy of the property or any components or systems therein.
- VIII. An inspection does not include items not permanently installed.
- IX. These Standards of Practice apply only to homes with four or fewer dwelling units.

3.2. Exclusions:

I. The inspectors are not required to determine:

- A. Property boundary lines or encroachments.
- B. The condition of any component or system that is not readily accessible.
- C. The service life expectancy of any component or system.
- D. The size, capacity, BTU, performance, or efficiency of any component or system.
- E. The cause or reason of any condition.
- F. The cause for the need of repair or replacement of any system or component.
- G. Future conditions.
- H. The compliance with codes or regulations.
- I. The presence of evidence of rodents, animals or insects.
- J. The presence of mold, mildew or fungus.
- K. The presence of air-borne hazards.
- L. The presence of birds.
- M. The presence of other flora or fauna.
- N. The air quality.
- O. The existence of asbestos.
- P. The existence of environmental hazards.
- Q. The existence of electro-magnetic fields.
- R. The presence of hazardous materials including, but not limited to, the presence of lead in paint.
- S. Any hazardous waste conditions.
- T. Any manufacturer recalls or conformance with manufacturer installation or any information included in the consumer protection bulletin.
- U. Operating costs of systems.
- V. Replacement or repair cost estimates.
- W. The acoustical properties of any systems.
- X. Estimates of how much it will cost to run any given system.

II. The inspectors are not required to operate:

- A. Any system that is shut down.
- B. Any system that does not function properly.
- C. Or evaluate low voltage electrical systems such as, but not limited to:
 - 1. Phone lines.
 - 2. Cable lines.
 - 3. Antennae.



- 4. Lights.
- 5. Remote controls.
- D. Any system that does not turn on with the use of normal operating controls.
- E. Any shut off valves or manual stop valves.
- F. Any electrical disconnect or over current protection devices.
- G. Any alarm systems.
- H. Moisture meters, gas detectors or similar equipment.

III. The inspectors are not required to:

- A. Move any personal items or other obstructions, such as, but not limited to:

- | | |
|-----------------------------|--------------|
| 1. Throw rugs. | 9. Debris. |
| 2. Furniture. | 10. Snow. |
| 3. Floor or wall coverings. | 11. Water. |
| 4. Ceiling tiles | 12. Dirt. |
| 5. Window coverings. | 13. Foliage. |
| 6. Equipment. | 14. Pets |
| 7. Plants | |
| 8. Ice. | |

- B. Dismantle, open, or uncover any system or component.
- C. Enter or access any area which may, in the opinion of the inspector, to be unsafe or risk personal safety.
- D. Enter crawlspaces or other areas that are unsafe or not readily accessible.
- E. Inspect underground items such as, but not limited to, underground storage tanks or other indications of their presence, whether abandoned or actively used.
- F. Do anything which, in the inspector's opinion, is likely to be unsafe or dangerous to the inspector or others or damage property, such as, but not limited to, walking on roof surfaces, climbing ladders, entering attic spaces or negotiating with dogs.
- G. Inspect decorative items.
- H. Inspect common elements or areas in multi-unit housing.
- I. Inspect intercoms, speaker systems, radio-controlled, security devices or lawn irrigation systems.
- J. Offer guarantees or warranties.
- K. Offer or perform any engineering services.
- L. Offer or perform any trade or professional service other than home inspection.
- M. Research the history of the property, report on its potential for alteration, modification, extendibility, or its suitability for a specific or proposed use for occupancy.
- N. Determine the age of construction or installation of any system structure, or component of a building, or differentiate between original construction or subsequent additions, improvements, renovations or replacements thereto.
- O. Determine the insurability of a property.
- P. Perform or offer Phase 1 environmental audits.
- Q. Inspect on any system or component which is not included in these standards.



4. Glossary of Terms

4.1. Accessible: Can be approached or entered by the inspector safely, without difficulty, fear or danger.

4.2. Activate: To turn on, supply power, or enable systems, equipment, or devices to become active by normal operating controls. Examples include turning on the gas or water supply valves to the fixtures and appliances and activating electrical breakers or fuses.

4.3. Adversely Affect: Constitute, or potentially constitute, a negative or destructive impact.

4.4. Alarm System: Warning devices, installed or free-standing, including but not limited to: Carbon monoxide detectors, flue gas and other spillage detectors, security equipment, ejector pumps and smoke alarms.

4.5. Appliance: A household device operated by use of electricity or gas. Not included in this definition are components covered under central heating, central cooling or plumbing.

4.6. Architectural Service: Any practice involving the art and science of building design for construction of any structure or grouping of structures and the use of space within and surrounding the structures or the design, design development, preparation of construction contract documents, and administration of the construction contract.

4.7. Component: A permanently installed or attached fixture, element or part of a system.

4.8. Condition: The visible and conspicuous state of being of an object.

4.9. Crawlspace: The area within the confines of the foundation and between the ground and the underside of the lowest floor structural component.

4.10. Decorative: Ornamental; not required for the operation of essential systems and components of a home.

4.11. Describe: Report in writing a system or component by its type, or other observed characteristics, to distinguish it from other components used for the same purpose.

4.12. Determine: To arrive at an opinion or conclusion pursuant to examination.

4.13. Dismantle: To open, take apart or remove any component, device or piece that would not typically be opened, taken apart or removed by an ordinary occupant.

4.14. Engineering Service: Any professional service or creative work requiring engineering education, training, and experience and the application of special knowledge of the mathematical, physical and engineering sciences to such professional service or creative work as consultation, investigation, evaluation, planning, design and supervision of construction for the purpose of assuring compliance with the specifications and design, in conjunction with structures, buildings, machines, equipment, works or processes.

4.15. Enter: To go into an area to observe visible components.

4.16. Evaluate: To assess the systems, structures or components of a dwelling.

4.17. Examine: To visually look. See Inspect.

4.18. Foundation: The base upon which the structure or wall rests; usually masonry, concrete, or stone, and generally partially underground.

4.19. Function: The action for which an item, component, or system is specially fitted or used or for which an item, component or system exists; to be in action or perform a task.

4.20. Functional: Performing, or able to perform, a function.

4.21. Home Inspection: The process by which an inspector visually examines the readily accessible systems and components of a home and operates those systems and components utilizing these Standards of Practice as a guideline.



- 4.22. Household Appliances: Kitchen and laundry appliances, room air conditioners, and similar appliances.
- 4.23. Inspect: To visually look at readily accessible systems and components safely, using normal operating controls and accessing readily accessible panels and areas in accordance with these Standards of Practice.
- 4.24. Inspected Property: The readily accessible areas of the buildings, site, items, components, and systems included in the inspection.
- 4.25. Inspector: One who performs a real estate inspection.
- 4.26. Installed: Attached or connected such that the installed item requires tool for removal.
- 4.27. Material Defect: Refer to section 1.2.
- 4.28. Normal Operating Controls: Devices such as thermostats that would be operated by ordinary occupants which require no specialized skill or knowledge.
- 4.29. Observe: To see through visually directed attention.
- 4.30. Operate: To cause systems to function or turn on with normal operating controls.
- 4.31. Readily Accessible: An item or component is readily accessible if, in the judgment of the inspector, it is capable of being safely observed without movement of obstacles, detachment or disengagement of connecting or securing devices, or other unsafe or difficult procedures to gain access.
- 4.32. Recreational Facilities: Spas, saunas, steam baths, swimming pools, tennis courts, playground equipment, and other exercise, entertainment or athletic facilities.
- 4.33. Report: A written communication (possibly including digital images) of any material defects seen during the inspection.
- 4.34. Representative Number: A sufficient number to serve as a typical or characteristic example of the item(s) inspected.
- 4.35. Safety Glazing: Tempered glass, laminated glass, or rigid plastic.
- 4.36. Shut Down: Turned off, unplugged, inactive, not in service, not operational, etc.
- 4.37. Structural Component: A component which supports non-variable forces or weights (dead loads) and variable forces or weights (live loads).
- 4.38. System: An assembly of various components to function as a whole.
- 4.39. Technically Exhaustive: A comprehensive and detailed examination beyond the scope of a real estate home inspection which would involve or include, but would not be limited to: dismantling, specialized knowledge or training, special equipment, measurements, calculations, testing, research, analysis or other means.
- 4.40. Unsafe: A condition in a readily accessible, installed system or component which is judged to be a significant risk of personal injury during normal, day-to-day use. The risk may be due to damage, deterioration, improper installation or a change in accepted residential construction standards.
- 4.41. Verify: To confirm or substantiate.



AGR Contracting LLC.

Home Inspection Services

95 Willow Lane Portsmouth, RI 02871

Office: 401-683-6767

agrhomeinspection.com

The address of the property is: 95/93 willow ln.

Fee for the home inspection is \$ none INSPECTOR acknowledges receiving \$ none from CLIENT.

THIS AGREEMENT made this 3 day of January 2007 by and between

(AGR CONTRACTING LLC. Representative) Andrew Richter (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.

3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing or noted here: _____.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

8. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

[Signature]
Client or Representative Date

[Signature]
AGR Contracting LLC (Inspector) Date