

INSPECTIONS GUARANTEE AGREEMENT

PHI LAST NAME: _____ PHI ID# _____ PHI Ph# () _____

Application: Seller Buyer

Applicant Name: _____

Subject Property Address: _____

City: _____ State: _____ Zip Code: _____

Home () _____ Work () _____ Other () _____

Selling Price of Home: \$ _____ Living Sq. Ft.: _____

Number of AC/Heating Systems: _____

Offered by: Lender/Broker/Other Agent

Street Address: _____

City: _____ State: _____ Zip Code: _____

Home () _____ Work () _____ Other () _____



INSPECTION AND PROTECTION OPTIONS

By checking one of the boxes below I desire the following inspection type. Please refer to the inspection guarantee brochure or contact your local "PHI" master inspector for further details.

Fees below to be calculated by PHI Inspector

A) GOLD 90 INSPECTION (BUYERS ONLY) \$ _____

B) SILVER 120 INSPECTION (SELLERS ONLY) \$ _____

C) PLATINUM 360 INSPECTION (*BUYERS OR SELLERS) \$ _____

* (homebuyers may have the option to pay at the act of sale with title company and PHI approval)

PLEASE READ CAREFULLY BEFORE SIGNING. VOID WHERE PROHIBITED BY LAW. THIS IS NOT A HOME WARRANTY OR MAINTENANCE AGREEMENT. I UNDERSTAND THAT IN ORDER FOR A CLAIM TO BE VALID I MUST CONTACT MY LOCAL PHI INSPECTOR BEFORE MAKING REPAIRS TO RECEIVE A CLAIM VALIDATION AND FAX NUMBER TO SUBMIT MY CLAIM OR THIS AGREEMENT IS NULL AND VOID. AFTER RECEIVING AUTHORIZATION FROM US YOU MAY CONTACT A CONTRACTOR OF YOUR CHOICE TO HAVE THE REPAIR COMPLETED. WE WILL THEN REIMBURSE YOU FOR REASONABLE LESSER AMOUNT OF THE REPAIR COSTS, REPLACEMENT COSTS OR THE DEPRECIATED VALUE OF THE SYSTEM OR COMPONENT, IF THE CLAIM IS APPROVED. This coverage is for valid for single family dwelling owner occupied dwellings only. I also understand that this agreement is only available after a "PHI" Professional home inspector has performed a full and comprehensive home inspection including a written report of the findings; otherwise, this agreement is null and void. I agree that if a system or component identified in the inspection report needs to be further evaluated that I will notify the inspector immediately after the inspection or coverage is null and void for that system. I also understand and agree that if a latent defect is discovered by the PHI during the renewal inspection that had not been previously approved by us then that system and or component is not covered upon renewal. A-Pro and or NHA reserve the right to cancel this agreement or transfer it at any time and return the unearned portion of the payment. The Platinum 360 plan is limited to lifetime maximum coverage in the amount of (\$25,000.00) twenty five thousand dollars and a yearly cap of (\$2500.00) twenty five hundred dollars per subject property address for any and all claims. Unpaid amounts in any calendar year can not be carried over to the subsequent year. The Gold 90 or Silver 120 plans are limited to a maximum amount of (\$1000.00) one thousand dollars. All plans require that the claimant obtain three written bids from licensed and insured contractors only. Claimant/Applicant further agrees to hire the contractor with the lowest bid to perform repairs subject to this entire agreement and according to the pre-inspection agreement. A-Pro also reserves the right to have its own inspector, adjuster or selected contractor perform or complete repairs at its sole discretion or to further evaluate the condition of the problem. Although no one can predict exactly when an item will break down, mechanical items have a "useful life" under normal use. This guarantee pays the lesser amount of the repair costs, replacement costs or the depreciated value of the system or component. The depreciation value of the system is based on the systems current age, condition, and quality amongst other factors established from formulas and techniques proprietary to National Home Assurance and or their partners and affiliates. I HAVE REVIEWED THE MECHANICAL, STRUCTURAL AND ROOFING EXCLUSIONS ON THE REVERSE SIDE OR THE SECOND PAGE OF THIS APPLICATION AND UNDERSTAND THE PROVISIONS CONTAINED THEREIN. I UNDERSTAND THAT THESE EXCLUSIONS WILL ALSO APPLY TO THE PLAN AGREEMENT FOR WHICH I AM APPLYING. I FULLY UNDERSTAND THAT ALL CLAIMS MADE UNDER ANY A-PRO HOME INSPECTION ARE SUBJECT TO THE EXCLUSIONS SET FORTH ON THE REVERSE SIDE OF THIS APPLICATION AND THE EXCLUSIONS SET FORTH IN THE A-PRO PRE-INSPECTION AUTHORIZATION AGREEMENT AS WELL AS ANY LIMITATIONS LISTED IN THE INSPECTION REPORT.

I agree that all disputes arising hereunder shall be resolved by Arbitration pursuant to the rules of the American Arbitration Association. I further agree to pay all costs and attorneys fees of A-Pro® and or NHA if suit is brought by me or anyone on my behalf prior to submitting and completing dispute with said Arbitration procedures. I also understand and agree to the terms and conditions of this limited Inspection Guarantee Agreement and the covered items listed in the brochure and or on the www.a-pro.net website.

Applicant Print Legibly Full Name Here _____

Applicant Signature X _____ Date ____/____/____

(homeowner or homebuyer)

MECHANICAL SYSTEMS

This agreement is limited to within the home's foundation. EXCLUSIONS: Items listed as defective, or in the limitation section of the inspection report are not covered. Pre-existing conditions not repaired, items not listed in the brochure or on the www.a-pro.net website, items not present or verifiable or not inspected at the time of inspection. Items inspected but have not passed inspection listed as Monitor, Improve, Major Improve, or Safety Hazard until the subject system or component is re-inspected by PHI with receipts from a licensed and insured contractor. Upgrading of any systems and components, items normally covered by regular homeowners insurance, home warranty, damages caused by lack of normal maintenance and care, timers and clocks, damage caused by any natural disaster, plumbing or electrical in or under concrete, restriction in pipes, gas-fired air conditioning units, service calls to perform seasonal and or routine maintenance service. Repairs and/or replacement components will be complete in kind. Upgrading of any system or component to comply with any prevailing building code or utility rule or regulation, Federal Efficiency Standards is excluded. Ninety day and one hundred twenty-day guarantees cover furnace less heat exchanger, heat pump, less compressor and air conditioner, less compressor, coil and Freon. Central Heating and Air Conditioning systems beyond fifteen years of age are not covered and are limited to a maximum of five hundred dollars for the ninety-day and one hundred twenty-day plans and one thousand dollars for three hundred sixty day plan. Manufacturers' warranties and errors and omissions insurance take precedence over this guarantee. NHA will coordinate any additional payments above manufacturer warranty. Garage door openers are covered less sending unit on the extended plans. Water heaters beyond twelve years and built-in appliances beyond twenty years of age are not covered. Removals of walls, floors, roof or concrete to repair items are not covered. Ninety-day and one hundred twenty day plans include a ninety dollar deductible per occurrence per repair. Platinum 360 Plan is a fifty dollar deductible per occurrence per repair.

ROOF SYSTEM

For repair to leaking area only. EXCLUSIONS: Items listed as defective, or in the limitation section of the inspection report. Items not present or not inspected verifiable at the time of inspection, upgrading of any systems and components, items normally covered by regular homeowners insurance. Items inspected but have not passed inspection listed as Monitor, Improve, Major Improve, or Safety Hazard until the subject system or component is re-inspected by PHI inspector with receipts from a licensed and insured contractor. Damages caused by lack of normal maintenance and care, water damage, damage caused by any natural disaster. Service calls to perform seasonal and/or routine maintenance service are not covered. Roof repair is limited to repair of the leakage area only, not to replace the entire roof. Repairs of components will be completed in like kind. Upgrades of materials or modifications to the original design are not authorized. Any system or component to comply with any prevailing building code or utility rule or regulation or not covered. Manufacturers' warranties and home owners insurance take precedence over this guarantee. NHA will coordinate any additional payments above the manufacturer warranty. This plan will not cover cedar shake, asbestos, tile, or slate roofs. Roofs over fifteen years of age with one layer of roofing and roofs over eight years with two layers of roofing and the will not cover a roof with more than two layers. Coverage is limited to a maximum one hundred fifty dollars per square. All plans include a two hundred fifty dollar deductible per occurrence or repair, and a one thousand five hundred maximum cap per year per occurrence per repair.

STRUCTURAL SYSTEMS

This agreement is limited to within the home's foundation. EXCLUSIONS: Items not listed in the brochure. Items listed as defective, or in the limitation section of the inspection report. Pre-existing conditions, items not listed in the brochure and or on the or on the www.a-pro.net website, items not present, verifiable or not inspected at the time of inspection. Items inspected but have not passed inspection listed as Monitor, Improve, Major Improve, or Safety Hazard until re-inspected by PHI inspector with receipts from a licensed and insured contractor. Items covered by homeowners insurance, damages caused by lack of normal maintenance and care, water damage, any damage caused by any natural disaster, concrete cracking or scaling. Any damage caused by subsidence/failure of supporting soils, block walls. Removal of walls, floors, roofs or concrete to repair items is not covered. Repairs and/or replacement materials will be completed in like kind material. Upgrade of materials or modifications to the original design is not authorized. Interior and exterior painting and all other maintenance items are excluded. Any damage caused by vermin (insects, termites, rodents, etc.) are not covered. Plan benefits are limited to items listed as covered by these initial plans. Manufacturers' and builders' warranties take precedence over this guarantee. NHA can help coordinate any additional payments above the manufacturer warranty or builder's warranty. Coverage is limited to within the home's foundation and a maximum of two hundred fifty dollars per one hundred square feet with a maximum of a one thousand five hundred dollar cap per year. All plans include a five hundred dollar deductible per occurrence per occurrence per repair.

