

HOME INSPECTION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

This Agreement by and between **Daniel Torres Inc.** (hereinafter called the "Company") and the clients, as identified above (hereinafter, whether joint or several, called the "Client") Unless specifically contradicted by the language herein which shall control in the event of the conflict, this inspection of the subject property shall be performed by the company for the client in accordance with the Standards of Practice of the National Association of Home Inspectors, Inc. ("NAHI"), a copy of which can be viewed at www.nahi.org, or a copy can be provided upon request.

Purpose and Scope of Inspection

The company agrees to perform a visual inspection of the subject house to provide to the client with a written report identifying the major deficiencies. Items not specifically included in the written report and identified in this agreement are beyond the scope of the inspection and are not reviewed. No verbal statements by the inspector shall expand the scope of this agreement or the inspection report, nor shall such statements be relied upon by the client when solicited from the inspector at any time.

The inspection includes such items as:

*Sidewalks/Driveways *Foundation *Drainage *Plumbing *Electrical *Materials of Construction *Interior *Central Air *Insulation *Heating *Crawlspace/Basement *Fireplace(s) *Attic *Exterior *Roof *Pools.

The inspection does not include items such as:

*Underground utilities *Playground equipment *Elevators *Springs *Tennis courts *Fences *Solar systems *Security systems *Septic tanks *Drain fields *Personal property *Cosmetic items *Water softeners *Central vacuum *Cesspools *Recreational appliances *Thermostats or timers are not checked for accuracy or calibration *Air conditioners cannot be safely checked when outside temperature has been below 60 degrees within 24 hours.

LIMITATIONS

1. As an example only, the inspection report will not include cosmetic items such as minor scratches, scrapes, dents, cracks, stains, and soiled, faded, torn, dirty floor, wall or window coverings. The inspector is not required to move personal property, debris, furniture, equipment, and carpeting or like materials which may impede access or limit visibility. Recent and existing weather conditions may also limit or restrict the results of the inspection. Major deficiencies and defects which are latent or concealed are excluded from the inspection. The inspection is not intended to be technically exhaustive. Equipment and systems will not be dismantled. The company does not guarantee that detected evidence of past or present water infiltration will not re-occur in the same or different locations at some future time.
2. The inspection is NOT a compliance inspection for past or present governmental codes or regulations of any kind.
3. The inspection and report do not address and are not intended to address the possible presence of or danger from asbestos, radon gas, lead paint, other toxic or flammable chemicals, water or airborne related illness or disease, and all other similar or potentially harmful substances. The presence or absence of rodents, termites, or other insects/vermin is not covered by this inspection.
4. This inspection report is not intended to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance or condition of any inspected structure, item or system. The inspection and report are not intended to reflect the value of the premises, nor to make any representation as to the advisability or inadvisability of purchase or the suitability of use.
5. The inspection report is not a certification of any kind. Company shall not be construed as insuring against any defects or deficiencies not contained in the inspection report and subsequently discovered by the client. The inspection does not imply that every defect was found.
6. Client is advised that inspector may be related to one of the representing real estate agents within the transaction.

NOTICE OF CLAIM

In the event of a discrepancy, problem, dispute or claim arising from the performance of an inspection from the company and/or its inspectors, the client agrees to promptly notify the company in writing by U.S. certified mail. Any claim against company must be received by company, in writing, within one year of the agreement date, or such claim is waived, regardless of the date when client becomes aware of the discrepancy, problem or claim. Client guarantees the company the right to examine the subject matter of any claim, prior to the Client's performance of any remedial action (unless an emergency nature of for the safety of person or property). This is a condition precedent to Client's claim.

LIMITED LIABILITY

The parties agree that the maximum liability of the Company, and it's employees and agents, for any loss or damage, in the event the Company, or it's employees or agents, are negligent, in breach of contract, or otherwise at fault in the performance of it's obligations, shall be limited to a sum equal to the fee for the inspection service. If a lawsuit, legal action or arbitration is filed by the Client against the company, its inspectors, employees and the company and/or its inspectors successfully defend the claim of the Client, the Client agrees to pay the Company for their time defending such action, at their normal hourly rate, attorney's fees and court costs, and any other costs incurred in defending against such claim.

PAYMENT

Payment is due upon completion of the on-site inspection. There will be a \$20.00 charge if any form of payment is subsequently dishonored.

NON_ASSIGNMENT AND INDEMNITY

The inspection and report are performed and prepared for the sole, confidential and exclusive use are possession of the undersigned Client only; they do not run with the land. The Client agrees to indemnify and hold harmless the Company and the Inspector for all costs, expenses and legal fees incurred and arising out of any legal proceedings brought by any third party who claims he/she relied on representation made in this inspection report and was damaged thereby.

ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties. 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 assigns.

CLIENT'S PRESENCE

If a Client is not present at the time of the inspection or for any reason is unable to sign this agreement prior to or at the time of the inspection, this agreement will become part of the inspection report, and acceptance of the inspection report shall constitute acceptance of the terms herein.

CLIENT ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT IN FULL PRIOR TO SIGNING IT AND UNDERSTANDS ALL TERMS AND CONDITIONS ON BOTH SIDES HEREOF.

Signature

Date