

Thomas Property Services
RESIDENTIAL PRE-INSPECTION AGREEMENT
(PLEASE READ CAREFULLY)

THIS AGREEMENT made this ____ day of _____, by and between Thomas Property Services, LLC (hereinafter “TPS”) and the undersigned (hereinafter “Client”), collectively referred to herein as “the parties.” The Parties Understand and Voluntarily Agree as follows:

1. TPS agrees to conduct an inspection for the purpose of providing the Client with an understanding of property conditions of the property located at _____ subject to the UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY below. The inspection and report will be performed in accordance with the Standards of Practice promulgated by the Commissioner of Commerce and Insurance, State of Pennsylvania and prepared for the sole, confidential and exclusive use and possession of the Client, unless specific permission is given below. TPS accepts no responsibility for use or misinterpretation by third parties.

The written report will include the following only:

- Heating and cooling systems – permanently installed heating and cooling systems, normal operating controls, automatic safety controls, and distribution systems (fans, pumps, ducts, piping, insulation, air filters, etc.). The presence of an installed heating and or cooling source in each room.
- Electrical system – Service entry conductors, service, and grounding equipment, main overload device, main and distribution panels. Branch circuits, operation of representative number of ceiling fans, lighting fixtures, switches, and receptacles. The operation of Ground Fault Circuit Interrupters and smoke detectors.
- Plumbing system – interior water supply and distribution systems, drain, waste and vent systems, hot water systems and sump pumps.
- Structural Components and Foundations – foundation, floors, walls, columns, piers, ceilings and roofs.
- Roof coverings – drainage system, flashings, skylights, chimneys, and penetrations.
- Exterior components – wall cladding, flashings, trim, entry doors, garage door operators, decks, balconies, stoops, steps, areaways, porches, railings, eaves, soffits, and vegetation, grading, drainage, driveways, patios, walkways, and retaining walls in respect to their effect on the condition of the building.
- Interior components - walls, ceilings, floors, steps, stairways, balconies, railings, counters, and a representative number of built in cabinets, doors, and windows
- Insulation and Ventilation – insulation and vapor retarders in unfinished spaces. Ventilation of kitchen, bathroom, laundry, attics and foundation areas.
- Built-In Kitchen Appliances – Permanently installed dishwasher(s), range(s), cook top(s), oven(s), garbage disposal(s), trash compactor(s), and microwave(s).

2. 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 at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from the inspection; equipment, items and systems will not be dismantled.

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

4. 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 based paint, asbestos, pesticides, treated lumber, fungus, mercury, carbon monoxide, toxic or flammable chemicals and water and airborne hazards. Also excluded are inspections of and report on swimming pools, water supply, wells, sewage disposal, security systems, central vacuum systems, water softeners, sprinkler systems, fire and safety equipment, fuel storage or delivery cosmetic damage, underground items, items not permanently installed and the presence or absence of rodents, termites and other insects.

UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY

5. It is understood and agreed that TPS is not an insurer and that the inspection and report are not intended or to be construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address, the market value, advisability or inadvisability to purchase property, nor does it constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, and it is not a substitute for real estate transfer disclosures which may be required by law. The Client hereby releases and exempts TPS and its agents and employees of and from all liability and

responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage or personal injury of any nature.

6. CLIENT acknowledges that the liability of TPS, 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 TPS 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 HIP, 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 TPS and CLIENT; and (III) to enable the TPS to perform the inspection at the stated fee.

7. TPS 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.

8. In the event of a claim against TPS, CLIENT agrees to supply TPS 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 TPS and its agents from any and all obligations or liability of any kind.

9. 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 TPS has its principal place of business. In the event that CLIENT fails to prove any adverse claims against TPS in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of TPS in defending said claims.

10. 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 TPS or its agents shall be binding unless reduced to writing and signed by TPS. 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 TPS after one year from the date of the inspection.

11. The fee for this inspection is: \$325.00. The fee is due at the completion of the inspection unless other arrangements are made in advance.

Once Payment has been received, The report will be delivered within 48 business hours after completion of visual inspection.

12. Acceptance and understanding of this agreement are hereby acknowledged:

CLIENT OR REPRESENTATIVE / DATE

Optional Release client report to 3rd party

I _____ give Thomas Property Services, LLC permission to discuss this report and observations with real estate agents, owners, repairpersons, and other interested parties.

CLIENT OR REPRESENTATIVE / DATE