



Rich & Kathy Jordan - 11601 Pebblepointe Pass, Carmel, IN 46033

General Home Inspection 2500-3000 Square Feet	350
48 Hour CRM Radon Inspection	150
Mold Screening With Lab Results	250
Real Estate Termite Inspection	75

Total fee \$825.00

1. **INSPECTION:** The term inspection, as used in this Agreement, shall mean a limited and primarily visual inspection of the readily accessible areas of the property. The standards of conduct of the inspection are governed by "Standards of Practice-Professional Home Inspections" copyright 1990 by the American Society of Home Inspectors, Inc., whose terms are incorporated herein by reference. A copy of the standards of practice will be made available upon request. Client understands and agrees that the inspection is ABC's good faith opinion of the condition of the major systems of the property at the time of the inspection and is not a code inspection or engineering evaluation.

The term "Inspection" DOES NOT include all items and specific items which are not part of the inspection include, but are not limited to: Lead paint, asbestos, radon, toxic or flammable materials, refrigerators, freezers, remote overhead door transmitters/receivers, floor coverings, wall coverings, free-standing kitchen appliances, laundry appliances, water conditioners, swimming pools, spas, tennis courts, playground equipment, or other recreation or leisure appliances, and self cleaning or continuous-cleaning capabilities of ovens. Also excluded is an inspection for any wood destroying organisms or insects and non-wood infesting insects, such as fleas, cockroaches, bees, mites, ticks, flies, etc. A separate wood infestation inspection report, radon sampling or water sampling or other inspections may be performed if contracted for.

2. **WRITTEN INSPECTION REPORT:** A written report of the inspection shall be furnished to the Client by ABC within a reasonable time after completion of the inspection, and Client acknowledges that such a report is in no way a written warranty or guarantee of the condition of the Property, but only a summation of observations made by the inspector, based on the age of the components and normal wear and tear. Any conditions requiring repair, replacement, or servicing should be evaluated by professionals in appropriate trades before closing.

3. **DISCLAIMER OF WARRANTY:** It is understood and agreed by the parties that ABC is not an insurer and does not insure against defects in the property inspected. ABC makes no guarantee or warranty, expressed or implied, including warranty of merchantability or fitness of use as to the condition of the property inspected.

4. **LIQUIDATED DAMAGES:** It is understood and agreed by the parties that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of ABC to perform any of its obligations hereunder. The Client does not desire this contract to provide for full liability of ABC and agrees that ABC shall be exempt from liability for loss, damage or injury due directly or indirectly from any defects in the property inspected or for the services performed hereunder, but that if ABC should be found liable for any such loss, damage or injury, ABC's liability shall be limited to a sum equal to the amount of the fee paid for the inspection, as stated above, as the agreed upon liquidated damages and not as a penalty. Such damages shall be Client's exclusive remedy in the event of an alleged breach of the Agreement by ABC, its agents or employees.

5. **STATUE OF LIMITATIONS:** No suit or action shall be brought against ABC by Client for a breach of this Agreement at any time beyond one (1) year after the accrual of the cause of action thereof.

6. **INDEMNITY:** In the event any person, not a party to this agreement, shall make any claim or file any lawsuit against ABC for failure of its services hereunder in any respect. Client agrees to indemnify, defend, and hold ABC harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney fees.

7. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Client and ABC. Any amendment or

modifications of this agreement shall be in writing and shall be signed by all of the parties hereto, or their successors in interest. Any additional inspections are to be performed subject to the terms and conditions of this agreement, except for fees charged for such additional inspections.

8. LITIGATION: Should a party to this agreement make any claim or file any lawsuit against ABC, such party shall pay all damages, expenses, costs and attorney fees of ABC, if the complaining party does not win.

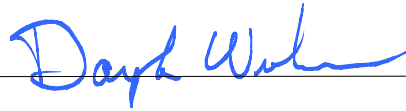
9. ARBITRATION: The parties agree to arbitrate any claim which may arise out of the performance of this agreement in accordance with the construction industry arbitration rules of the American Arbitration Association. A written demand for arbitration shall be filed with the American Arbitration Association and the other party. Any such claim shall be waived unless the demand for arbitration shall be made within two (2) years from the inspection date.

10. RIGHT OF REINSPECTION: If a component of the property, appliance, or piece of mechanical equipment inspected and reported by ABC is discovered as requiring repair or replacement which differ from that stated in ABC's report, the Client will inform ABC and allow ABC to reinspect the item before the client repairs or replaces the item. If the client does repair or replace the item before ABC has the opportunity to reinspect it, client waives any and all actions against ABC for failure to adequately inspect such item.

Executed as of the date signed below, client's signature(s) below acknowledges that client has read the foregoing agreement and understands its terms and conditions. If client authorizes another individual to represent his interest in the services being requested of ABC, client agrees to be bound by all the terms of this agreement as signified by the signature of his representative.

Inspection Company
ABC Home Inspection

Client



6/22/07

Date 4/27/07