



The address of the property is: \_\_\_\_\_ . Fee for the inspection is \$ \_\_\_\_\_. THIS AGREEMENT made \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_, by and between Drew Sleezer (hereinafter "INSPECTOR") and the undersigned ("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 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 with the current Standards of Practice of the State of Oklahoma, which can be viewed on the web at [www.cib.state.ok.us](http://www.cib.state.ok.us). Although INSPECTOR agrees to follow the State of Oklahoma Standards of Practice, CLIENT understands that these standards contain limitations, exceptions, and exclusions. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon gas. CLIENT understands that INSPECTOR may report on suspicious stains or moisture damage, but will NOT be testing for mold. CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, termites, methane, pests or rodents, and other environmental hazards or violations.
3. Parties agree certain items are randomly sampled or checked with the standard visual inspection. These items may include, but are not necessarily limited to, the following: Window/door operation, hardware and screens; electrical receptacles, switches, and lights; cabinet/counter mounts and function; insulation depth, mortar, masonry, paint, and caulking integrity; roof covering materials; heat and air ducts. The following items are beyond the scope of the standard visual inspection. Timers, self-cleaning functions, thermostats, smoke alarms other than accessible push button units, solar units, security systems, intercoms, antennae, phone systems, roofs inaccessible from 13 ft. ladder, sewer lines and plumbing below slab or exterior to structure, pools, spas, tennis courts, playground equipment, water wells, septic systems, laundry appliances, low voltage lighting, barbecues, fire-pits, fountains or ponds, water filtration devices, timers, clocks, shut off valves not in daily use, elevators, humidifiers, air cleaners, free standing appliances, retaining walls, and chimney internal components. Inspector may not detect intermittent occurrences.
4. The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on

it in any way do so at their own risk and release INSPECTOR from any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in this Agreement. INSPECTOR'S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law.

5. 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 and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses 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.
6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within 7 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. Should a dispute arise related to the inspection, report, or interpretation of report, CLIENT agrees to undertake only emergency measures and will not alter, repair, replace, correct, or modify any disputed component without first giving inspector right to re-inspect. Furthermore, the client agrees to first attempt to resolve any dispute informally. Should such an attempt fail, CLIENT agrees to submit the dispute to binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Incorporated, and that the decision of the appointed arbitrator shall be honored and binding on the parties and entered in any Court of competent jurisdiction. Should CLIENT initiate either arbitration or court action without first attempting mediation, CLIENT shall not be entitled to recover attorney fees and costs that might otherwise be awarded to me through arbitration or court action.
8. 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 claims against INSPECTOR in a court of law, CLIENT

agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

9. If any court declares any provision of this Agreement invalid, 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 shall be enforceable against any party unless it 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.
10. 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.
11. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.
12. This Agreement is not transferable or assignable.

AUTHORIZATION

I have read and understand the entire Agreement. I authorize Drew Sleezer to do an inspection of the property.

CLIENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CLIENT PHONE \_\_\_\_\_

CLIENT EMAIL \_\_\_\_\_