

FAST ACTION HOME INSPECTION

Professional Inspection for Your Protection

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This Agreement is entered into on the _____, 2005, by and between
Fast Action Home Inspection and _____ (“Client”).

The property which is subject to the inspection contemplated herein is located at the following
address: _____ (the
“Property”).

Base Inspection Fee: _____ Additional Fees: _____ All fees are due at signing.

Inspection; Scope. *Fast Action Home Inspection* agrees to complete a visual inspection of the
home and improvements on the Property and to provide to Client a written inspection report
(Summary Notes). The inspection is performed in accordance with the Standards of Practice
of the American Society of Home Inspectors. It will generally include a report on the
following unless otherwise directed by the Client or circumstances prevent.

| | |
|---|---------------------------------|
| Structure and Foundation | Insulation |
| Electrical, Plumbing, water heater, and HVAC | General Exterior: roof, gutters |
| Basement and/or Attic | |
| Wood destroying organisms | |
| General interior: ceilings, floors, wall, windows and doors | Lawn Sprinkler System |

Client acknowledges that the purpose of the inspection is to identify those areas of the Property
which through the general visual observation of the *Fast Action Home Inspection* inspector(s) are
in need of major repair or which need further evaluation by a person specializing in the area of
concern (e.g. electrician, plumber, etc.). The inspection will include only those portions of the
Property which are readily accessible and exposed to view by the inspector. No inspection will
be made and no report given on those areas of the Property which *Fast Action Home Inspection*
inspector(s) determines to be unsafe to inspect.

2. Inspection; Right of Entry. Client will make all necessary arrangements for and will
coordinate with the owner of the Property, if other than Client, to allow the inspector(s) of *Fast
Action Home Inspection* to enter into and upon the Property as needed to complete the inspection.
Inspector(s) will not be required to move any furniture, equipment, debris, carpeting, shrubbery
or other objects which may restrict or limit visual inspection.

3. Inspection; Limitations of Scope. In addition to the limitations described under the “Scope”
section hereof, the inspection and report conducted by *Fast Action Home Inspection* will not
include any of the following: hidden conditions, violations of building or other similar codes,
environmental contamination or problems, presence of toxic, flammable or other potentially
harmful chemicals or substances, presence or infestation of pests or insects (including without
limitation termites, powder post beetles, carpenter ants, or carpenter bees), presence of rodents or
vermin, presence of radon gas, lead paint, formaldehyde or asbestos.

4. NO WARRANTY; LIMITATION OF LIABILITY AND DAMAGES. Client acknowledges that neither the inspection nor the report issued by *Fast Action Home Inspection* pursuant to this Agreement makes any express or implied warranties or guarantees. CLIENT HEREBY WAIVES ANY AND ALL WARRANTIES WHATSOEVER WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT FURTHER AGREES THAT WITH REGARD TO ANY LIABILITY CLAIMS OR ACTIONS AGAINST *Fast Action Home Inspection*, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR REPRESENTATIVES, THE TOTAL AMOUNT OWNER MAY RECOVER WILL NOT EXCEED THE AMOUNT OF THE INSPECTION FEE PAID TO *Fast Action Home Inspection*.

5. Disclosure. Client hereby authorizes *Fast Action Home Inspection* to disclose (in addition to Client) the results of the inspection and to provide a copy of the inspection report to:

_____ Client's real estate broker _____ Client's lender _____ Seller of the
Property
_____ Seller's real estate broker _____ No Other Party

If any such information or report is authorized by Client to be provided, the person or entity receiving the information/report will not have any rights as a third party beneficiary under this Agreement.

6. Miscellaneous. In connection with any litigation initiated by Client against *Fast Action Home Inspection*, its officers, directors, employees, representatives or agents, Client waives right to trial by jury. This Agreement represents the entire agreement between the parties and may not be amended unless in writing signed by all parties. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Notwithstanding the foregoing, nothing herein should be construed to give rise to any rights or benefits whatsoever by any third party beneficiary.

Fast Action Home Inspection is not affiliated with any other agency or service such as termite inspection, radon testing agency, water testing agency, lead or asbestos testing agency, real estate agency, etc. and assumes no risk related to the performance of such services nor does *Fast Action Home Inspection* warrant these services in any way. If *Fast Action Home Inspection* is requested to arrange for such services to be performed at the time of the home inspection or any other such time, such arrangement is provided only for the convenience of the Client.

Agreed to on the date first set forth above.