

INSPECTION AGREEMENT

sample, Omaha, NE May 14, 2008

Report No. 1006

www.midlandshi.com

PARTIES TO THE AGREEMENT

Company

Midlands Home Inspections, Inc.
307 Sea Pines Dr
Papillion, NE 68133

Client

sample sam
Omaha, NE

This is an agreement between sample sam and Midlands Home Inspections, Inc..

PLEASE READ CAREFULLY BEFORE SIGNING.

This Home Inspection Agreement is made effective on the date stated by and between Midlands Home Inspections, Inc. and client named on this agreement. We are engaged in the business of providing home inspection services. You desire to have a general home inspection and/or other inspection related services performed on a home located at the address stated.

You agree to pay the fee stated for the performance of the services. This amount shall be paid in full prior to the completion of the services (unless otherwise agreed in writing by the parties). Should you fail to timely pay the agreed upon fee(s), you shall be responsible for paying any and all fees associated with collection, including but not limited to administration costs, attorney's fees, and cost of litigation.

The Inspection of this property is subject to the Limitations and Conditions set out in this Agreement. It is based on a visual examination of the readily accessible features of the building. The Inspection is performed in accordance with the Standards of Practice of the American Society of Home Inspectors. A copy of these Standards is available at <http://www.inspectionsscope.com/ll/>, or upon request.

The Home Inspector's report is an opinion of the present condition of the property. The inspection and report are not a guarantee, warranty or an insurance policy with regards to the property. The inspector is a generalist and is not a licensed engineer or expert in any specific craft or trade. If the inspector recommends further action, including (but not limited to) consulting with a specialized expert(s), you must do so at your expense or otherwise assume all risks associated with failure to do so. This inspection is not technically exhaustive. The fee charged for this inspection is substantially less than that of a technically exhaustive inspection.

The inspection report is for your sole, confidential and exclusive benefit and use. The report, or any portion thereof, is not intended to benefit any person not a party to this agreement, including, but not limited to, the seller or the real estate agent(s) involved in the real estate transaction. If you directly or indirectly allow or cause the report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the services or the report brought by the third party. Initialing here (_____) you authorize us to distribute copies of the report to the real estate agents or attorneys directly involved in this transaction, who are not intended beneficiaries of the report.

LIMITATIONS AND CONDITIONS OF THE HOME INSPECTION

These Limitations and Conditions explain the scope of your Home Inspection. Please read them carefully before signing this Agreement.

The purpose of your Home Inspection is to evaluate the general condition of a property. This includes determining whether systems are still performing their intended functions.

There are limitations to the scope of this inspection. It provides a general overview of the more obvious repairs that may be needed. It is not intended to be an exhaustive list. The ultimate decision of what to repair or replace is yours. One homeowner may decide that certain conditions require repair or replacement, while another will not.

1. The Home Inspection provides you with a basic overview of the condition of the property. Because your Home Inspector has only a limited amount of time to go through the property, the Inspection is not technically exhaustive. If you have concerns about any of the conditions noted, please consult the text that is referenced in the report.

Some conditions noted, such as foundation cracks or other signs of settling in a house, may either be cosmetic or may indicate a potential structural problem that is beyond the scope of the Home Inspection.

If you are concerned about any conditions noted in the report, we strongly recommend that you consult a qualified licensed contractor or engineering specialist. These professionals can provide a more detailed analysis of any conditions noted in the report at an additional cost.

2. A Home Inspection does not include identifying defects that are hidden behind walls, floors or ceilings. This includes wiring, structure, plumbing and insulation that is hidden or inaccessible.

Some intermittent conditions may not be obvious on a Home Inspection because they only happen under certain circumstances. As an example, your Home Inspector may not discover leaks that occur only during certain weather conditions or when a specific tap or appliance is being used in everyday life.

Home Inspectors will not find conditions that may only be visible when storage or furniture is moved. Inspectors do not remove wall coverings, including wallpaper, or lift flooring, including carpet to look underneath.

A Home Inspection is a sampling exercise with respect to house components that are numerous, such as bricks, windows and electrical receptacles. As a result, some conditions that are visible may go un-reported.

3. The Inspection does not include hazardous materials that may be in or behind the walls, floors or ceilings of the property, whether visible or not. This includes building materials that are now suspected of posing a risk to health such as phenol-formaldehyde and urea-formaldehyde based products, fiberglass insulation and vermiculite insulation. The Inspector does not identify asbestos roofing, siding, wall, ceiling or floor finishes, insulation or fire proofing. We do not look for lead or other toxic metals in such things as pipes, paint or window coverings.

The Inspection does not deal with environmental hazards such as the past use of insecticides, fungicides, herbicide's or pesticides. The Inspector does not look for, or comment on, the past use of chemical termite treatments in or around the property.

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We are not responsible for discovering or reporting on the presence or absence of mold or mildew. Furthermore, Midlands Home Inspections, Inc. is not responsible for any damages that arise from or related to mold or mildew, even if the mold or mildew is a direct consequence of a condition upon which Midlands Home Inspections, Inc. is required to report as set forth in this agreement.

4. We are not responsible for and do not comment on the quality of air in a building. The Inspector does not try to determine if there are irritants, pollutants, contaminants, or toxic materials in or around the building. The Inspection does not include spores, fungus, mold or mildew including that which may be concealed behind walls or under floors, for example. You should note that whenever there is water damage, there is a possibility that visible or concealed mold or mildew may be present and unseen behind a wall, floor or ceiling.

If anyone in the home suffers from allergies or heightened sensitivity to quality of air, we strongly recommend that you consult a qualified Environmental Consultant who can test for toxic materials, mold and allergens.

5. Your Home Inspector does not look for, and is not responsible for, fuel oil, septic or gasoline tanks that may be buried on the property.

If fuel oil or other storage tanks remain on the property, you may be responsible for their removal and the safe disposal of any contaminated soil. If you suspect there is a buried tank, we strongly recommend that you retain a qualified Environmental Consultant to determine whether this is a potential problem.

6. We will have no liability for any claim or complaint if conditions have been disturbed, altered, repaired, replaced, or otherwise changed before we have had a reasonable period of time to investigate.

7. CAP 90 day guarantee is paid by Midlands Home Inspections, Inc. for buyers only, sellers do not qualify. If buyers want optional guarantee (refrigerator, washer, dryer) a fee of \$20 will be applied to cost of Inspection. The individual Inspector and Midlands Home Inspections, Inc. is not responsible and/or liable for the 90 day guarantee. Responsibility and/or liability falls on the provider of the program, CAP (Complete Appliance Protection). Midlands Home Inspections, Inc. shall not be liable for customer dissatisfaction or any damages or losses arising therefrom. Further, customer should contact the service provider with questions or concerns regarding their services or products. Midlands Home Inspections, Inc. may also arrange for these service providers to send literature or make post-inspection contact with customer.

You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission of Midlands Home Inspections, Inc. in connection with the services shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replace, alters or modifies the system or component that is the subject matter of the claim. You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete waiver of any and all claim(s) you may have against us related to the alleged act or omission unless otherwise prohibited by law.

Due to the nature of the services we provide, it is difficult to foresee or determine (at the time this agreement is formed) potential damages in the event of negligence or breach of this agreement by us. Thus, if we fail to perform the services as provided herein or are careless or negligent in the performance of the services and/or preparing the report, our liability for any and all claims related thereto is limited to the fee paid for the services, and you release us from any and all additional liability. There will be no recovery for consequential damages.

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The Inspection, Other Services, Inspection Agreement and report do not constitute a warranty, an insurance policy, or a guarantee of any kind.

By signing below you acknowledge that you have read, understand and agree to the terms and conditions of this agreement, including (but not limited to) the limitation of liability, Limitations period, and agree to pay the fee listed.

I, sample sam (Signature) _____, (Date) _____, have read, understood and accepted the terms of this agreement.