



The address of the property is: \_\_\_\_\_, \_\_\_\_CITY\_\_\_\_, OK, ZIP. Fee for the inspection is \_\_\_\_\_. THIS AGREEMENT made this \_\_\_\_ Inspection Date\_\_\_\_\_ by and between Action Plus Home Inspections LLC (hereinafter INSPECTOR) and the undersigned (CLIENT), collectively referred to herein as the parties. The Parties understand and voluntarily agree as follows:

1. The CLIENT will pay the full invoice amount AT THE TIME OF THE INSPECTION for the amount that is agreed upon by both parties on the invoice for the inspection of the "Property", being the residence, and attached garage or carport, if applicable, located at the address shown above, detached buildings are priced separately and only inspected if the CLIENT requests. If payment is not made you agree to pay all costs and attorney's fees incurred in collecting the fee owed to Action Plus Home Inspections LLC . If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee. After payment is received a receipt marked PAID IN FULL will be issued to the client.
2. The INSPECTOR will perform a PREDOMINATELY VISUAL INSPECTION ONLY which is not considered technically exhaustive and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.
3. 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. This is not an exhaustive inspection where the inspector will physically take apart systems/components. THIS IS A PREDOMINATELY VISUAL INSPECTION ONLY (If it cannot be seen it will not be considered part of the report). Inspector may not detect intermittent occurrences and cannot see beyond finishings of the house (i.e. beyond sheet rock walls or floor coverings). The inspector is not responsible to move owners possessions (furniture, clothing, boxes, etc) or turn on any main valve for utilities or light any pilot lights for gas. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; identifying any mold/mildew: security and fire protection systems; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed

or private secured systems; water wells; heating systems accessories; roofs inaccessible from 12.5 ft. or 15 ft. ladders; solar heating systems; sprinkling systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae, lightning arrestors, trees or plants; governing codes; plumbing drainage that is buried and not visible; leakage of any HVAC ducts, Cooling systems are not tested when outdoor temps are 65 degree F or cooler, ordinances; statutes and covenants and manufacturer specifications. Client understands that these systems, items and conditions are excluded from this inspection. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.

4. The inspection and report are for the use of CLIENT only, who gives the 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. INSPECTORS 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 merchant-ability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law.

5. The parties understand and agree that the INSPECTOR and his employees assume 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, attorneys fees and expenses arising out of or related to the INSPECTORS 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. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

7. This inspection does not determine whether the property is insurable.

8. Any components that the client agrees to exclude from the Full General Home Inspection will be approved in writing by the client on a separate form with the clients signature.

9. Client is encouraged to follow along during the inspection and if the client decides to go beyond being the casual observer their participation shall be at their own risk for falls, injuries, property damage, etc. For liability coverage Action Plus Home Inspections can not allow the customer to use our equipment (I.e. ladders, testers and hand tools, etc).

10. 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. Furthermore, any legal action must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred.

11. 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 American Arbitration Association (<http://www.adr.org>). Client agrees to and shall bear all filing fees required by the American Arbitration Association. The decision of the appointed arbitrator shall be honored and binding on the parties. In the event that CLIENT fails to prove any claims against INSPECTOR in arbitration, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

12. 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 arbitration or in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

13. 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 (1) year from the date of the inspection.

14. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement. The re-inspection should also not be considered a guarantee or warranty for workmanship of repairs or materials used by the contractor or person that completed the repairs. The re-inspection is a visual inspection only and not exhaustive. We recommend for you to request all repairs to be completed by licensed and or qualified contractors.

15. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

16. This Agreement is not transferable or assignable. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, and if that state's laws or regulations are more stringent than the forms of the agreement, the state law or rule shall govern.

17. You are encouraged to attend all inspections and ask questions so you get a full understanding of the issues. Face-to-face communication during the inspection is always the preferred method. Action Plus Home Inspections believes that you lose 50% of the value of your inspection if you are not present for the walk through and the review. We understand that circumstances arise where the client might not be able to attend, but the client understands the challenges and accepts the potential for a lack of understanding on their part due to the long-distance communication.

18. Action Plus Home Inspections LLC does not provide any warranty for services. We do participate in the InterNACHI We Buy Your House Back Guarantee.

*The CLIENT understands that under the "We'll Buy Your Home Back" Program, InterNACHI® purchases the home – not the INSPECTOR. The INSPECTOR's role is limited to his/her participation in the "We'll Buy Your Home Back" Program, but InterNACHI® purchases the home. CLIENT understands that INSPECTOR has no obligation to purchase the home under the "We'll Buy Your Home Back" Program, and CLIENT's sole remedy for any failure to purchase the home is against InterNACHI®. This program starts on the day of closing for 90 days.*

## **DEFINITIONS**

1. Apparent Condition: System and components are rated as follows:

REPAIR: Item not working or in need of repair.

MONITOR - Indicates the component needs to be monitor closely, but not at the stage for an immediate repair.

DEFERRED COSTS - Indicates the component will probably require repair or replacement anytime within five years.

REPAIR - Indicates the component will need repair or replacement now or in the very near future.

MAJOR CONCERN - A system or component that is considered significantly deficient, inoperable or is unsafe.

SAFETY ISSUE - Denotes a condition that is unsafe and in need of prompt attention.

ANNUAL - Maintenance requirements that the client can expect to complete on a yearly basis.

ROUTINE MAINTENANCE - Maintenance requirements that the client can expect to complete on a routine basis (i.e. change air filters on HVAC, siding of the house needs painted routinely, etc).

2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; cooling (Weather permitting); insulation and ventilation, fireplace.

3. Readily accessible systems and components: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. Client acknowledges receipt of the standards of practice which applies. Client agrees to release reports to Seller/Buyer/Realtor.

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Client Signature: Date: