

AGREEMENT TO PURCHASE LIMITED HOME INSPECTION SERVICES

READ ALL TERMS AND CONDITIONS AND DISCLAIMERS CAREFULLY.

1) The undersigned "Client" is the person responsible for fulfilling the terms of this agreement. Client is the only person who may legally rely upon the services rendered by, and who hereby agrees to hire and to pay to, Ohio Corporation Mark's Home Inspection Service, Inc. ("Mark's Inc.") at 36100 Pepper Drive, Solon, Ohio (44139), to inspect the limited open and accessible areas and mechanical devices at: _____ in _____, Ohio.

Mark's Home Inspection Service, Inc. has been a "family-owned business" with an excellent, multi-county reputation for many years. In this context, Mark's Inc. only agrees only to give Client an opinion of observable or assessable physical conditions in exchange for: a) Client's paying the agreed-upon fees, and b) for Client's agreed-upon limits of this inspector's and its agents and employees liabilities for any good-faith errors or omissions. The only Inspection Reports are those made "in writing." There are no oral statements upon which Client may quote, relate to anyone, or rely upon. Reports are opinions based only upon limited visual and mechanical inspection of the described areas and devices and mechanical components which are visually and readily accessible without surface disturbance or "carpet and furniture removals" which are actually seen on the day of inspection; not before or after. Mark's Inc.'s standard of contractual care is "good faith efforts only." Client will not hold Mark's Inc. liable for any latent, concealed or obscured defects. NOTE: "Total house inspections" and/or "guaranteed inspections" would require destructive testing and be very costly. Client's Inspection does not cover many areas and mechanical devices, or any subsurface conditions.

2) Opinions in Reports are for Client's use only. Any reliance by third parties such as mortgage lenders, Realtors and other third parties is "non-recourse" and contractually void. If Client "shares the information in any Reports," the recipient should be given with a copy of this contract attached.

3) There are no expressed or implied representations that any conditions are "perfect" or defect free, or that latent defects did not exist in the past or on the inspection date. There are no "future predictions" about roofs or anything else. The Report's listing known conditions and defects is not an implication that undisclosed defects do not exist. Even new construction "that has passed all building inspections" may have latent defects and code violations.

4) Any decisions to be made about Client's buying real estate and assuming defects or "violations" which are based upon any Report information are for Client --and Client only-- to weigh and risk. Questions such as "would you buy this house" are unfair to both parties, and no answer should be given or inferred or relied upon. Client should scrutinize representations and warranties that the seller has made in the Ohio "Seller's Property Disclosure Form" (if applicable, which Form and content is for the owner's and seller's use only). Client may make any needed inquiries directly to the seller and/or consult experts if questions remain about items covered and not covered in the Report.

5) Nothing within the scope of Mark Inc.'s contract with Client addresses (or can be relied upon as far as the property's complying) any building codes, "zoning classifications," load-bearing capacities, fitness for structural alterations, soil conditions, personal use, or compliance with past, present or future local, state, or federal regulations.

6) Mark's Inc.'s inspectors shall not climb up to inspect or walk on roofs without permanent and totally-safe interior or exterior access. Mark's Inc.'s inspectors will not examine anything that requires more than a 12 foot ladder, or walk on joists in attics or other areas without safely traversable (permanent and stable) flooring and hazard-free overhead space. Roofs, chimneys, gutters, and the like are observed from ground level only with binoculars. Any opinions about these items and any others so viewed shall be deemed "superficial inspections" because of this agreed-up scope of this Inspection. Any decisions to not inspect any devices or areas due to the inspector's concerns about his personal safety or creating new damage shall be final, and without any reduction in this Inspections cost.

7) Arbitration: Disputes and claims of any nature by any party regarding the Inspection or the terms of this contract shall be submitted only to the American Arbitration Association for final and binding arbitration in accordance with its practices and procedures and the guidelines set forth by the American Society of Home Inspectors' Standards of Practice, which shall honor and abide by Mark's, Inc.'s contract by this contract's Client's consent. Copies of same are available upon request. For many reasons (changed conditions, etc.) "the time for making claims is of the absolute essence." Client therefore agrees that unless actual notice of Client's is not made within ninety (90) days after the date of the Inspection, then Client has lost all right to do so as legally "time barred." Proof of service of notice of claims is on Client. Faxes shall not be deemed a proper method of notice. Client agrees to grant Mark's Inc. prompt and complete access for any new inspections if any claim is timely submitted. Failure to do grant access will be used as a defense.

8) "Liquidated Damages Clause." If you do not understand what this term means, consult an attorney. Once Client has paid Mark' Inc.'s bill in full, Mark's Inc.'s responsibilities and duties and liabilities shall start and not before.

9) If Mark's Inc. shall be found liable for any breach of this contract, it's absolute total and maximum liability shall not exceed \$500.00 or twice the fee paid by the Client (whichever is greater) as an expressed condition of Mark's Inc.'s and inspector's performing the inspection for Client. In the event of any admitted or adjudicated breach of contract, said amount shall be paid as "final and liquidated damages." Client's monetary damages for Mark Inc.'s breach of this contract might be difficult, expensive and impractical to litigate by Mark's Inc., and Client's alleged loss may be unfairly disproportionate to the amount paid by Client. Client acknowledges that any inspector's exposure to large claims should and must be limited, and Client agrees to these limits. Client agrees the stated liquidated damages are fair to both parties when considering all circumstances, and that Mark's Inc. shall have every expectation and right to rely upon Client's acknowledgements and stipulations as an inducement for Mark's Inc. agreeing to perform this Inspection.

10) Basement/Crawl Space: If the Report notes that any area below "ground level" appears to be "dry or damp" or test readings are given as a percentage, Client cannot infer or conclude that the basement or walls or crawlspace (or exterior grade) was, is, or will be problem free. Conditions –including "the water table--" change. Water can "reservoir" in blocks, concrete blocks can leak, and water pressure under floors can cause water seepage with very little or no telltale signs after conditions dry up. Owners often paint concrete floors and block. Even with test equipment, conditions can be camouflaged both naturally and intentionally. Gutters and downspouts, and leakage around chimneys that can find its way into wall space, and seasonal problems like seeds and ice and "fickle clay soils" are all variables that this inspector cannot overcome. (Again, "no guarantees are expressed or implied.")

The presence of water penetration often dictates the need for mold/environmental/air testing. Moisture's sources must be eliminated. If not eliminated, structural damage, and potential health risks to any person, will remain.



Date

Craig Haas, President

Client or Designee's Signature

What IS inspected when VISIBLE OR EXPOSED: the overall grade and drainage; the driveway, walkways, steps, patios, decks, and porches; the foundation; the roof and roof penetrations, soffits, fascia, gutter and drain system (above ground); chimney exterior; the exterior doors, trim, windows, and siding; the garage door, opener, windows, roof, siding, floor and electrics; the basement floor, walls, windows (we do not open basement windows), ventilation, and dampness; the exposed waste system lines; the interior of all finished rooms including walls, floors, ceilings, doors, and a representative sample of windows and electrics; the kitchen's built-in appliances (except refrigerators), fixtures and plumbing; the bathroom's fixtures and plumbing; the laundry facilities for fuel type and venting; the heat system - CO test, gas leaks, functioning of unit and air conditioning (temperature permitting); the electrical system's main panel and random checks throughout the house (as accessible); the fireplace hearth, firebox, creosote, damper and hood (but no areas above the hood); and the attic for ventilation, insulation, and leaks as visible from the scuttle (we do not walk unfinished areas because of risks).

What is NOT inspected: Water quality; well inspection or testing of any type; the presence or condition of waste disposal system; non-visible pipes and electric lines; any future settling of the house, steps, driveway, walkways, decks, and/or porches; solar systems; Mold (unless specifically tested for); Asbestos; Lead paint; U.F.F.I.; Radon (unless specifically tested for); gas logs and chimney flue liners (the area above the firebox hood); security systems (as they are proprietary); swimming pools and recreational equipment; wood destroying or other insects or pests; humidifiers, electronic air filters, and central vacuum systems; detached buildings or out-buildings; future cracking settling and/or durability of concrete, asphalt, or other materials (EIFS, stucco, wood, vinyl, aluminum, galvanized metal, brick, etc.).