

dba National Property Inspections

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PRE-INSPECTION AGREEMENT

This Agreement is between Real Estate Inspection Services LLC (hereafter referred to as NPI) and the Client who signs below. Client understands that this Home Inspection is only a visual review of readily accessible areas. The Standards of Practice used meets those prescribed by the Commission of Real Estate Appraisers and Home Inspector, State of MD. No excavation, disassembly or removal of obstructions is performed. Hidden or obstructed defects may not be observed. In addition, some property components are inspected on a random sampling of like items, i.e., electrical outlets, windows, doors, etc. Therefore, not every defect may be identified.

We encourage the client to be present at the inspection. This will enable the inspector to point out specific observations, as well as help the client understand any comments provided in the Home Inspection Report. This report is intended for use only by the party contracting for same. It is not intended to benefit any third party.

The Client understands, accepts and agrees that, except for the limited warranty that may be given to the Client through American Home Warranty Co., Real Estate Inspection Services LLC (here after referred to as NPI) does not imply, or expressly warrant, or guarantee its home inspection, inspection report, or the condition of the subject property. Damages for any covered warranty or non-warranty item covered in the home inspection shall be limited to four times the base fee charged for the the inspection. The warranty through American Home Warranty Co. applies to owner occupied properties only.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY BOTH PARTIES. In event that any dispute arises out of, or relates to, the Home Inspection performed or Home Inspection Report issued under this Agreement, it is mandatory that such dispute be submitted to arbitration for resolution. Election to submit any claim to arbitration must be given, in writing, to NPI within one (1) year of the Home Inspection. The arbitration shall be conducted pursuant to the "Rules and Procedures for the Expedited Arbitration of Home Inspection Disputes" administered by American Arbitration Association. In the event that a dispute is submitted to arbitration pursuant to this Paragraph, the decision of the arbitrator shall be final and binding on the parties and judgment on the award of the arbitrator may be entered in any court of competent jurisdiction. A comprehensive inspection of every area of the home listed above could take two full days plus report write up time and would cost over \$2,400. By signing below, and paying a much lower fee, I, the Client, accepts and understands that NPI inspector will be limiting his time inspecting the property and will have less time to discover potential issues with the property and is therefore entitled to limits its potential liability associated with this inspection to four times the the base fee charged.

NPI expresses no opinion of the subject property beyond what is set forth in its Home Inspection Report. The client may wish to obtain other types of inspections, such as mold, indoor air quality or environmental inspections including but not limited to identification and testing for "Chinese Drywall" that are all beyond the scope of and are not addressed in the Home Inspection Report. NPI does not inspect for compliance with building codes or regulations of any governmental body, entity or agency. THIS AGREEMENT DOES NOT COVER MOLD, NPI can also perform mold inspections but under a separate agreement and using different tools. If you have concerns regarding mold, please discuss with your NPI inspector.

Payment constitutes acceptance of this agreement. The client agrees that the fee listed on the Invoice is based on a normal inspection time not to exceed three hours on site and one hour for reporting, and is due and payable to NPI upon completion of the on site inspection. Longer times shall be be subject to an additional \$75.00 fee. SHOULD A RE-INSPECTION BE REQUIRED, AN ADDITIONAL FEE OF 25-30% OF THE BASE FEE SHALL BE CHARGED. In the event a check is returned unpaid, client agrees to pay a \$35 returned check fee. client agrees to

" Independently Owned and Operated "		
Inspection Date :	Inspector: Rick Nelson	Email: inspectnpi@comcast.net
2/19/2011	Inspector Phone: (410) 673-2050	



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pay reasonable attorneys and/or other collection fees, plus NPI's time and expense, to collect any fee owed NPI.

If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall nevertheless remain in full force and effect.

ADT Security Services participates in the funding of the warranty through American Home Warranty Co. and may make one contact call to you asking if you are interested in alarm installation or activation at a discount. While NPI will provide them with your name, new address, and phone number to be eligible for the warranty, your are under no obligation to purchase their services and your decision will have no effect on your warranty eligibility. Persons listed on the "do not call" list should not receive a call and are still eligible for the warranty program.

ACKNOWLEDGEMENT

Client acknowledges and agrees that Rick Nelson, Real Estate Inspection Services LLC, dba National Property Inspections, is an independently-owned and operated franchise and not an employee, partner, or agent and cannot make any contract, agreement, warranty or representation on behalf of National Property Inspections, Inc., 9375 Burt Street, Suite 201, Omaha, NE 68114.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Payment for the inspection services constitutes acceptance of this Pre-Inspection Agreement by Client.

Your phone # _____

Your email

(NPI will not give your email address to ADT or any other company)

Archard & Philson

Inspector Signature

Client Signature

Date

 "Independently Owned and Operated "

 Inspection Date :
 Inspector: Rick Nelson
 Email: inspectnpi@comcast.net

 2/19/2011
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