

INSPECTION AGREEMENT

(Please read carefully before executing this agreement)

This Agreement is voluntarily executed and entered into by **Spectrum Home Analysis**, herein referred to as "**Inspector**" and the "**Client**" listed below in this agreement.

The inspection is being provided as the request of the Client, and is intended for the exclusive use and benefit of the Client.

1. Parameters of the Inspection

The Inspector agrees to perform a non-invasive, visual inspection of the property and the readily accessible installed systems and components of the property existing at the time of the inspection. The inspection is designed to identify unsafe/non-functioning systems, structures and/or components that were exposed to view and apparent as of the time/date of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. The inspector is not an expert in every building craft or profession, therefore the home inspection that is conducted is not technically exhaustive. The Inspector will provide the Client with a written inspection report identifying the defects that the Inspector both observed and deemed material.

2. Standards of the Inspection

Unless inconsistent with the agreement or not possible, the Inspector agrees to perform the inspection in accordance with the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm> and the Standards of Practice promulgated by the Commissioner of Commerce and Insurance according to the Rules of Tennessee Department of Commerce and Insurance, Division of Regulatory Boards, Chapter 0780-5-12m Home Inspectors, posted at <http://www.tennessee.gov/commerce/boards/hic/index.html>. A copy of these standards is available upon request. In the event, and to the degree that these two standards may conflict, the standards of the State of Tennessee will prevail.

3. Scope of the Inspection

According to the standards and practices of the State of Tennessee (Rule 0708-5-12-.10), and its exceptions, the Inspector shall inspect:

heating equipment, cooling systems (within the allowable weather/temperature conditions), electrical system, plumbing system, structural components and foundation, roof covering, exterior component, interior components, insulation and ventilation, built-in kitchen appliances.

According to the Standards of Practice of the State of Tennessee, (Rule 0708-5-12-.10), the Inspector **will not** report on the following partial listing of items unless specifically exempted in writing within this agreement:

lead-based paint, radon, (unless specifically ordered) asbestos, formaldehyde, cockroaches, rodents or other pests, pesticides, treated lumber, fungus, molds, mercury, carbon monoxide or other similar environmental hazards, sewage disposal, septic systems, water supply, water quality (unless specifically ordered) fuel storage or delivery, toxic or flammable materials, security and fire protection systems, unattached household appliances, humidifiers, paint, wallpaper and other treatments to windows, interior walls, ceilings and floors, recreational equipment or facilities, pools, spas, hot tubs (unless part of an installed bath tub) solar heating systems, heat exchangers, sprinkling systems, water softeners, central vacuum systems, telephone, intercom, cable TV or computer systems, antennae, lighting arrestors, trees, plants or shrubs, or EIFS ("synthetic stucco"). This inspection does not cover, governing codes, ordinances, statutes, and covenants, manufacturer specifications or recalls. This inspection will not include an appraisal of the value of the property or recommendations to the Client in regards to purchasing the property. The Client understands that these systems, items and conditions are not included in this inspection. Any comments, written or oral about these systems, items or conditions are general and informative in nature and do not represent an inspection.

The Inspector is also not required to operate any system or component that is shut down or otherwise inoperable; operate any system or component that does not respond to normal operating controls; nor is the Inspector required to move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility. The Inspector is not required to perform any action or procedure that may damage the property or its components or be dangerous to or adversely affect the health or safety of the home inspector or other persons.

4. Limits of Liability

The Inspector, the Inspection Company, its employees, agents or assigns assume no liability or responsibility for costs of repairing, replacing or installing any unreported systems, defects or deficiencies either current or arising in the future from any property damage or bodily injury, of any nature. The Client agrees that any liability the Inspector may incur is limited in total to the fee paid for the Inspector's services.

5. General Provisions

If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect.

Our fees are based on a single visit to the property, except where specific testing devices need to be installed or retrieved, and the preparation of a written inspection record. If additional visits or reports or services are required of the Inspector, and additional fee will be charged.

The Inspector may, during the course of the inspection, refer other service providers to the Client. The Client is not required or obligated to use these services or providers. The Inspector is likewise held harmless for any errors, omissions, or liabilities resulting from the Client's use of these providers.

At the time of the inspection, all utilities such as water, electricity, and gas must be on or capable of being turned on by using normal operating controls.

The inspection of the property and the inspection report are in no way intended to be a guarantee or warranty, expressed or implied, regarding the future use, operability, habitability or suitability of the property or its components. Any and all warranties, express or implied including warranties of merchantability and fitness for a particular purpose, are expressly excluded from this agreement.

This agreement represents the entire agreement between the parties and there are no other agreements, written, oral or implied between them.

If Client is a corporation, LLC, or similar entity, the person signing this agreement on behalf of such entity, personally guarantees payment of the Inspector's fee by that entity.

List of Client exclusions of systems that are normally inspected, if any:

List of additional items, if any, normally not included in an inspection that will be included at the additional listed fee:

Item	Fee	Address of Property to be Inspected
_____	\$ _____	Street -----
_____	\$ _____	City -----
_____	\$ _____	State: Tennessee

6. Cost of Inspection

The fee for this inspection is \$ _____

Plus additional inspection items as listed above \$ _____

Total cost for this inspection is \$ _____

Fee is payable as follows: 50% at signing of this agreement (unless otherwise arranged) and 50% upon completion of the inspection.

_____		<i>Ronald L White</i>	_____
Signature of Client or Representative	Date	For Spectrum Home Analysis	Date

Print Name Client or Representative