Residential Inspection Report



Sample Report Gillette, WY 82718

Date of Inspection

January 1st, 2024 12:00 PM

Client

John & Jane Smith 888-555-0504

Inspected By

Jonathan la Cour NACHI-23110211, CCPIA-002685

VERIDORN Inspections (307) 363-5200

https://veridorn.com



Client's Agent

Ron Realtor 555-5555

This report is also available as an interactive online presentation. Please see the link below or scan the QR code with your phone's camera app.

https://ener.is/presentation/2Nt2bu89b85oCCoBc



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List of Actionable Findings Please Read Full Report for Details

Repair or Replace				
#	Category	Item	Condition	Page
1	Roofing	Roof Coverings / Materials	Slipped, Peeling	10
2	Electrical	GFCI	GFCI Inoperable	13
3	Electrical	Lighting Switches	Damaged	13
4	Plumbing	Drain, Waste, Vent Piping	Improper Length	16
5	Plumbing	Bathroom Sinks	Leaking	17
6	Interior	Interior Doors	Missing Door Stop Bumpers	18

Monitor				
#	Category	Item	Condition	Page
1	HVAC	Heating Systems		15
2	Interior	Flooring	Gap, Minor Delamination	18

Major Issues Please Read Full Report for Details

ROOFING

Roof Coverings / Materials

Section 2.2 Page 10

Description • Concrete Tile

Rolled Composite

Condition

Slipped

Peeling

Location

· Front of Home

Patio

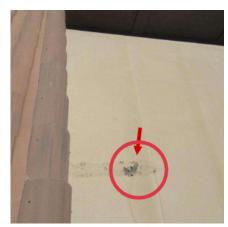
Repair or Replace - Immediately:

Tile slipped from original position at north center gable above garage. Repairs may be made by the homeowner or a handyman.

Peeling coating from roofing joints on the south patio roof.







ELECTRICAL

GFCI

Section 3.3 Page 13

Description • Present

Condition

Location

 GFCI Inoperable

Exterior

South-West Corner

Repair or Replace - Immediately:

The test button on the GFCI is broken and should be repaired or replaced immediately.







PLUMBING

Drain, Waste, **Vent Piping**

Section 5.1 Page 16

Description • ABS Plastic

PVC

 Improper Length

Location

Condition

Exterior

West Wall

Repair or Replace - Immediately:

Water heater discharge pipe is too short/far from ground. Steam dissipation can cause scalding to those standing nearby. Typically this should terminate 6 inches from the ground, but may vary by jurisdiction.







Section 5.2 Page 17

Condition Location

- Bathroom Sinks Description Single Vanity
 - Leaking
 - Master Bathroom

Repair or Replace - Immediately:

A leak is present at the stopper rod/drain connection. The mechanism can be dismantled to check seals for wear or cracks.







General Information

Property Details

Property Type Residential Detached Est. Year Built • 2009 • 3 Num. Floors Num. Bedrooms Num. Baths • 2 Est. Building Size • 2500 ft² Est. Property Size • 4000 ft² Features Garage Attic

General Remarks

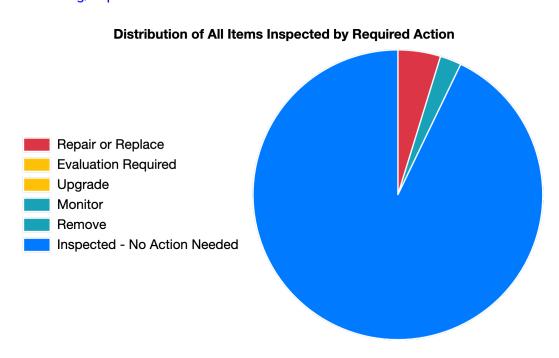
Weather Conditions • 22 Degrees C, Clear Skies, Dry Soil

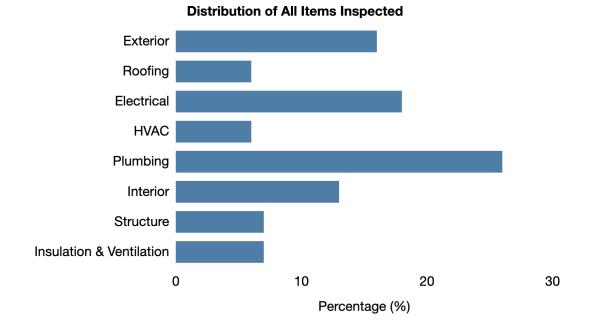
People in Attendance • Client

A WDO inspection was not included in this service. Please refer to this link to see the scope of this home inspection: https://www.nachi.org/sop.htm

Inspection Standards

To see the standards that determine what is inspected, please visit: https://www.nachi.org/sop





General Limitations

- Restricted Access
- Undetectable Moisture

Please note that furnishings are not moved to inspect subjects that may be obstructed by them.

1. Exterior

Description of Components

Exterior Wall Coverings

Patios

Garage

Garage Door

Type

- StuccoVinyl
- Brick
- Attached
- Chamberlain2-car Automatic

Location

· Rear of Home

Exterior System Findings by Component

- 1.1 Hose Bibbs / Outdoor
 - **Faucets**

Exterior

Description

Condition

- Anti-siphon
- Location
- Deteriorated Risk Insulation
- Exterior
- West Side
- Freezing during extreme weather in winter



Image 1.1.1



Image 1.1.2



Image 1.1.3

- 1.IN Items Inspected Exterior
- **Patios**
- Exterior Wall Coverings
- Garage Door Garage

The items listed in this section were inspected without the need to comment on their condition.

1.NI Items Not Inspected

Exterior

Vegetation

The items listed in this section were not inspected as a part of the Residential Inspection.

1.NA Items Not **Applicable**

Exterior

- Balconies
- Decks
- Ramps
- Stairs
- Retaining Walls Porches

 - Carport

The items listed in this section were not applicable to the scope of this Residential Inspection. Please refer to the inspection Standards of Practice (SOP) for details.

2. Roofing

Description of Components

Type

Location

Roof Type

GableShed

Roofing System Findings by Component

2.1 Roof Inspection Description • Walked Roof Method

Roofing

Click to View

Video 2.1.1 Panning Video of Roof

2.2 Roof Coverings / **Materials**

Roofing

Description

- Concrete Tile Location
- Rolled Composite
- Condition
- Slipped Peeling

· Front of Home

Patio

Repair or Replace - Immediately: Tile slipped from original position at north center gable above garage. Repairs may be made by the homeowner or a handyman.

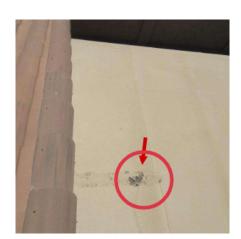
Peeling coating from roofing joints on the south patio roof.



Image 2.2.1 Roof tile has slid out of place - NE Corner of Home



Image 2.2.2 Peeling coating from Image 2.2.3 joints on patio roof



2.IN Items Inspected Roofing

Roof Type

The items listed in this section were inspected without the need to comment on their condition.

2.NA Items Not Applicable Roofing

• Chimneys • Skylights

The items listed in this section were not applicable to the scope of this Residential Inspection. Please refer to the inspection Standards of Practice (SOP) for details.

3. Electrical

Description of Components

Service Type

Service Entrance Conductor

Service Voltage

Service Amperage

Main Disconnect Rating

Branch Circuit Wiring

Presence of Solid Aluminum Wiring

Smoke Alarms

Carbon Monoxide Alarms

AFCI

Service Grounding

Type

- Underground
- Copper
- 120/240V
- 200 Amps
- 200 Amps
- Copper
- Not Observed
- PresentHard Wired
- PresentHard Wired
- · Plumbing Supply

Location

 ExteriorWest SideBy Meter

- BedroomKitchenLiving Room
- Living RoomHallway to Garage
- · ExteriorWest Side

Electrical System Findings by Component

3.1 Main
Disconnect /
Service Box

Electrical

Description • Breakers

Location

- Exterior
- West Side



Image 3.1.1



Image 3.1.2



Image 3.1.3

3.2 Distribution Panels

Location

- Exterior
- West Side

Electrical

Please take note of the location of the panel, as it will need to be accessed to reset breakers during home ownership.



Image 3.2.1

3.3 GFCI Electrical

Description

Condition

Present

Inoperable

GFCI

Location

Exterior

• South-West Corner

• Electrocution Hazard

• Inoperable Outlets

Repair or Replace - Immediately: The test button on the GFCI is broken and should be repaired or replaced immediately.

Risk



Image 3.3.1 Broken GFCI Location



Image 3.3.2 Broken GFCI Test Button



Image 3.3.3 Broken GFCI Test Button

Attic

3.4 Lighting Switches

Electrical

Description

• Switch/Outlet Location

Combo Junction

Condition

Damaged

Risk

• Electrocution Hazard

Repair or Replace







Image 3.4.1 Broken Outlet Cover

Image 3.4.2

Image 3.4.3 Entry to Attic

3.IN Items Inspected Electrical

- Service Entrance Conductor Service Type
- Smoke Alarms
- Service Grounding
- Service TypeBranch Circuit Wiring
- AFCI

The items listed in this section were inspected without the need to comment on their condition.

4. HVAC

Description of Components	Туре	Location
Heating Energy Source	• Electric	
Exhaust Venting Method	 Direct Vent 	
Thermostats	 Digital 	 Hallway
Cooling Energy Source	 Electric 	
Cooling Systems	 Air Conditioning Unit 	 ExteriorSW Corner

HVAC System Findings by Component

4.1 Heating	Description	 Forced Air 	Location	 Attic
Systems		Furnace • Lennox		
HVAC				

Monitor - Every Year: Make sure to have maintained once a year and to check for dust buildup, mold and rust.

4.IN Items Inspected HVAC

Cooling Systems

The items listed in this section were inspected without the need to comment on their condition.

4.NA Items Not Applicable

Chimneys / Venting MaterialsCombustion Air SourcesFireplace

The items listed in this section were not applicable to the scope of this Residential Inspection. Please refer to the inspection Standards of Practice (SOP) for details.

5. Plumbing

Description of Components

Water Source System

Sewage System

Water Supply Piping

Water Heater

Water Heater Energy Source

Water Heater Manufacturer

Water Heater Capacity

Water Heater Approximate Age

Water Shut-Off Fuel Shut-Off

Fuel Storage System

Pressure Measurements

Type

- Public
- Public
- Copper
- Tank
- Electric
- Rheem
- 50 gal
- 9-12 Years03/2008
- ExteriorNorth

Underground Supply

Location

- · Not Observed
- Not Observed

• 45-50 PSI

Plumbing System Findings by Component

5.1 Drain, Waste, Vent Piping

Plumbing

Description

ABS Plastic

PVC

Location

Exterior

West Wall

Condition

Improper Risk Length Safety Concern

Repair or Replace - Immediately: Water heater discharge pipe is too short/far from ground. Steam dissipation can cause scalding to those standing nearby. Typically this should terminate 6 inches from the ground, but may vary by jurisdiction.



Image 5.1.1 Discharge Pipes on West Wall



Image 5.1.2



Image 5.1.3

5.2 Bathroom Sinks Description

Plumbing

 Single Vanity Location

Condition Leaking Risk

Master Bathroom

Water Damage

Sanitary Hazard

Repair or Replace - Immediately: A leak is present at the stopper rod/ drain connection. The mechanism can be dismantled to check seals for wear or cracks.







Image 5.2.1

Image 5.2.2

Image 5.2.3

5.IN Items Inspected Plumbing

Water Heater
 Water Supply Piping

Pressure Measurements

The items listed in this section were inspected without the need to comment on their condition.

5.NA Items Not **Applicable** Plumbing

• Fuel Distribution Systems • Fuel Storage System

Sump Pumps

Sewage Ejectors

The items listed in this section were not applicable to the scope of this Residential Inspection. Please refer to the inspection Standards of Practice (SOP) for details.

6. Interior

Description of Components Interior Walls	Type • Drywall	Location
Ceiling	 Textured 	
Interior Windows	 Single Hung 	 Throughout
Kitchen Counters	 Granite 	
Ranges / Ovens / Cooktops	 General Electric 	 Kitchen
Refrigerator / Freezer	 Frigidaire 	 Kitchen
Microwave Oven	 Samsung 	 Kitchen

Interior System Findings by Component

6.1 Floorin	g Description	HardwoodCeramic Tile	Location	Master BedroomKitchen
	Condition	GapMinorDelamination	Risk	Continued DelaminationCosmetic

Monitor The corner of a hardwood flooring piece in the kitchen is delaminating and may get worse over time. Please monitor it at your discretion.



Image 6.1.1 Hardwood Flooring Gap - Master Bdrm Entry

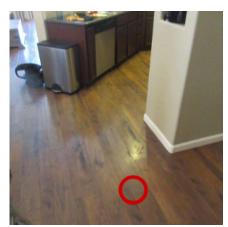


Image 6.1.2 Delamination spot in kitchen



Image 6.1.3

6.2 Interior Doors Interior
 Condition
 Description • Hollow Wood Location • Laundry Room • Main Bathroom • Main Bathroom • Damage to Doors Stop Bumpers

> Repair or Replace Two of the door stops are missing the rubber bumpers that absorb the impact without denting the door. These can be purchased at your local hardware store and installed easily.







Image 6.2.2 Main Bathroom



Image 6.2.3

6.IN Items Inspected Interior

- Ceiling
- Kitchen Counters
- Refrigerator / Freezer Ranges / Ovens / Cooktops
- Interior Walls
- Interior Windows

 - Microwave Oven

The items listed in this section were inspected without the need to comment on their condition.

6.NI Items Not Inspected

Interior

- Washing Machine Closets
 - Drying Machine

The items listed in this section were not inspected as a part of the Residential Inspection.

6.NA Items Not **Applicable** Interior

• Garbage Disposer Unit • Interior Steps / Stairways

The items listed in this section were not applicable to the scope of this Residential Inspection. Please refer to the inspection Standards of Practice (SOP) for details.

7. Structure

Description of Components	Туре	Location
Foundation Type	 Slab On Grade 	
Floor Structure	 Concrete Slab 	
Wall Structure	 Wood Framed 	
Attic Inspection Method	 From Inside 	
Ceiling / Roof Structure Type	Trusses	• Attic
Ceiling / Roof Structure Material	 Plywood 	

Structure System Findings by Component

7.1 Foundation	Description	 Concrete 	Location	 East Side of Home
Material	Condition	 Hairline 	Risk	 Normal Settlement
Structure		Cracked		

There are typical settling cracks in the foundation walls that would not need a specialist evaluation.



Image 7.1.1

7.IN Items Inspected Structure

- Wall Structure
- Floor Structure
- Ceiling / Roof Structure Type Attic Inspection Method

 - Ceiling / Roof Structure Material

The items listed in this section were inspected without the need to comment on their condition.

7.NA Items Not Applicable Structure

• Crawl Space Inspection Method • Under-Floor Access

The items listed in this section were not applicable to the scope of this Residential Inspection. Please refer to the inspection Standards of Practice (SOP) for details.

8. Insulation & Ventilation

Description of Components Location Type Roof / Attic Insulation Cellulose Attic Roof / Attic Insulation Depth • R-30 • Gable VentsSoffit Vents Roof / Attic Ventilation Vapour Barriers Poly Kitchen Exhaust System Range Hood · KitchenPiped to Exterior Bathrooms Exhaust System Exhaust Fans Laundry Exhaust System Exhaust Fan

8.IN Items Inspected

Insulation & Ventilation

- Roof / Attic Ventilation
 Roof / Attic Insulation
- Kitchen Exhaust System Vapour Barriers
- Laundry Exhaust System Bathrooms Exhaust System

The items listed in this section were inspected without the need to comment on their condition.

8.NA Items Not Applicable

Insulation & Ventilation

- Foundation Insulation Depth
- Foundation Wall Insulation
- Mechanical Ventilation System
 Foundation Ventilation Systems

The items listed in this section were not applicable to the scope of this Residential Inspection. Please refer to the inspection Standards of Practice (SOP) for details.

Service Agreement

Inspected Property: Sample Report, Gillette, WY

Inspection Date: January 1st, 2024 Client(s) Name: John & Jane Smith

Client(s) Present Address: 1234 Powder River St., Gillette, WY

Inspected By: Jonathan la Cour License No.: NACHI23110211

Inspection Fee: _____

THIS AGREEMENT is made this day of January 1st, 2024, by and between (hereinafter "INSPECTOR") and the undersigned ("CLIENT"), collectively referred to herein as "the Parties." The Parties understand and voluntarily agree as follows:

- 1. Permission to Enter Property: The CLIENT is responsible for ensuring that the INSPECTOR has permission to enter the Inspected Property to perform the home inspection on the date scheduled. The INSPECTOR is not responsible for any disruption in the inspection process caused by construction, renovations, painting, cleaning, or any other activity occurring at the Inspected Property at the time of the inspection.
- 2. Assumption of Risk of Injury: The INSPECTOR has no knowledge or information concerning the conditions of the Inspected Property and will not see any conditions until the time of the home inspection. The CLIENT is encouraged to attend the home inspection but assumes all risks and responsibility for any injury (including, but not limited to, personal injury, bodily injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind, that CLIENT may experience or incur in connection with attending the home inspection. CLIENT releases, discharges, and holds harmless INSPECTOR, its employees, agents, and representatives, of and from any such claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating to attending the home inspection.
- 3. Scope of Services: The INSPECTOR agrees to provide professional home inspection services to the CLIENT in conformance with the provisions of the current Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI Standards") posted at www.nachi.org/sop, and this Agreement. Although the INSPECTOR agrees to follow InterNACHI's Standards, CLIENT understands that these Standards contain limitations, exceptions, and exclusions. CLIENT understands that InterNACHI is not a party to this Agreement and has no control over the INSPECTOR or representations made by the INSPECTOR and does not supervise the INSPECTOR. The inspection is a non-invasive, visual examination of the accessible areas of the Inspected Property designed to identify material defects within specific systems and components as defined by the InterNACHI Standards. The inspection is based on the observations made on the date of the inspection, and not a prediction of future conditions. A material defect is a specific issue with a system or component of a residential property that may have a significant, adverse impact on the value of the property, or that poses an unreasonable risk to people. The fact that a system or component is near, at, or beyond the end of its normal, useful life is not a material defect. The inspection will include the following systems and components of the Inspected Property, if present, visible and accessible: roof; exterior; basement, foundation, crawlspace, and structure; heating; cooling; plumbing; electrical; fireplace; attic, insulation, and ventilation; doors, windows, and interior.
- 4. Home Inspection Report: The CLIENT and the INSPECTOR agree that the INSPECTOR will prepare a home inspection report that shall identify, in written format, defects within specific systems and components as defined by the InterNACHI Standards that are both observed and deemed material by the INSPECTOR. The home inspection report may include additional comments and recommendations.
- 5. General Exclusions: An inspection IS NOT technically exhaustive. An inspection WILL NOT identify concealed or latent defects, or deal with aesthetic concerns or what could be deemed matters of taste,

cosmetic defects, etc. An inspection DOES NOT include items not permanently installed. The inspection services DO NOT INCLUDE any action, system or component specifically excluded from the scope of work in any provision of the InterNACHI Standards. The INSPECTOR IS NOT REQUIRED TO DETERMINE (a) the suitability of the Inspected Property for any use; (b) the market value of the Inspected Property or its marketability; (c) the insurability of the Inspected Property; (d) the advisability or inadvisability of the purchase of the Inspected Property; (e) the life expectancy of the Inspected Property or any components or systems therein; (f) property boundary lines or encroachments; (g) the condition of any component or system that is not readily accessible; (h) the service life expectancy of any component or system; (i) the size, capacity, BTU, performance or efficiency of any component or system; (j) the cause or reason of any condition; (k) the cause for the need of correction, repair or replacement of any system or component; (l) future conditions; (m) compliance with codes or regulations; (n) the presence of evidence of rodents, birds, bats, animals, insects, or other pests; (o) the presence of mold, mildew or fungus; (p) the presence of airborne hazards, including radon; (q) the air quality; (r) the existence of environmental hazards, including lead paint, asbestos or toxic drywall, or proximity to toxic waste sites or sites being monitored by any state or federal agency; (s) the existence of electromagnetic fields; (t) any hazardous waste conditions; (u) any manufacturers' recalls or conformance with manufacturers' installation guidelines, or any information included for consumer protection purposes; (v) acoustical properties; (w) correction, replacement or repair cost estimates; or (x) estimates of the cost to operate any given system. The INSPECTOR IS NOT REQUIRED TO DETERMINE whether any system or component of the Inspected Property has been affected by the illegal manufacture, distribution, storage, possession or sale of any illicit drugs, products, or by-products, including, but not limited to, methamphetamines, and including all chemicals, tools, household fixtures or appliances used to facilitate such illegal activities. The INSPECTOR is NOT REQUIRED TO OPERATE: (a) any system that is shut down; (b) any system that does not function properly; (c) or evaluate low-voltage electrical systems, such as, but not limited to: 1. phone lines; 2. cable lines; 3. satellite dishes; 4. antennae; 5. lights; or 6. remote controls; (d) any system that does not turn on with the use of normal operating controls; (e) any shut-off valves or manual stop valves; (f) any electrical disconnect or over-current protection devices; (g) any alarm systems; or (h) moisture meters, gas detectors or similar equipment. The INSPECTOR IS NOT REQUIRED TO: (a) move any personal items or other obstructions, such as, but not limited to: throw rugs, carpeting, wall coverings, furniture, ceiling tiles, window coverings, equipment, plants, ice, debris, snow, water, dirt, pets, or anything else that might restrict the visual inspection; (b) dismantle, open or uncover any system or component; (c) enter or access any area that may, in the INSPECTOR'S opinion, be unsafe; (d) enter crawlspaces or other areas that may be unsafe or not readily accessible; (e) inspect underground items, such as, but not limited to: lawn-irrigation systems, or underground storage tanks (or indications of their presence), whether abandoned or actively used; (f) do anything that may, in the INSPECTOR'S opinion, be unsafe or dangerous to the INSPECTOR or others, or damage property, such as, but not limited to: walking on roof surfaces, climbing ladders, entering attic spaces, or negotiating with pets; (g) inspect decorative items; (h) inspect common elements or areas in multi-unit housing; (i) inspect intercoms, speaker systems or security systems; (j) offer quarantees or warranties; (k) offer or perform any engineering services; (l) offer or perform any trade or professional service other than general home inspection; (m) research the history of the property, or report on its potential for alteration, modification, extendibility or suitability for a specific or proposed use for occupancy; (n) determine the age of construction or installation of any system, structure or component of a building, or differentiate between original construction and subsequent additions, improvements, renovations or replacements; (o) determine the insurability of a property; (p) perform or offer Phase 1 or environmental audits; or (q) inspect any system or component that is not included in the InterNACHI Standards. The CLIENT and the INSPECTOR agree that the scope of the inspection to be performed pursuant to this Agreement DOES NOT INCLUDE decay of the interior of logs in log walls, log foundations or roofs, or similar defects in log homes, log structures or similar log construction. The CLIENT and the INSPECTOR agree that the INSPECTOR IS NOT REQUIRED TO PERFORM any action or task specifically excluded from the scope of a general home inspection as contained in the InterNACHI Standards, whether or not specifically identified herein.

6. No Liability for Third-Party Service Providers: The INSPECTOR may, where appropriate, recommend third-party service providers to supply goods and/or services to CLIENT in accordance with the home inspection services. CLIENT understands and agrees that the INSPECTOR bears no legal or contractual responsibility to the CLIENT for any actions or inactions of any such third-party service provider. No third-

party service provider shall have the authority to incur or create any liability or obligation in the name of the INSPECTOR, or for which the INSPECTOR shall be liable to another.

- 7. No Liability for Third-Party Reliance on Inspection Report: The inspection and home inspection report are for the use of CLIENT only. INSPECTOR may also provide a copy of the home inspection report to the CLIENT'S real estate agent or attorney. INSPECTOR has permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties only with written consent of CLIENT. CLIENT shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation of the content of the report 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.
- 8. Inspection Fee & Additional Fees: The Inspection Fee identified above is due prior to or immediately upon completion of the physical inspection of the Inspected Property. If the Inspection Fee is not paid as required herein, the INSPECTOR has no obligation to release the home inspection report, or any other information concerning the inspection or the Inspected Property, until the Inspection Fee is paid in full. All expenses incurred in collecting any overdue payments or returned checks are the responsibility of the CLIENT. There is a \$50.00 service charge for returned checks. A finance charge of one and one-half percent (1.5%) per month, eighteen percent (18%) per year, will apply to all obligations not paid pursuant to the terms contained herein. CLIENT agrees that in addition to any service charges or interest, the CLIENT shall be responsible for all legal fees and costs incurred by the INSPECTOR to collect the fees due under this Agreement. The CLIENT agrees that the provisions of Paragraph 11 of this Agreement do not apply to any legal fees and costs incurred by the INSPECTOR to collect the fees due.
- 9. Responsibility for Return Inspections: The CLIENT understands that if any systems and/or components of the Inspected Property cannot be inspected due to unforeseen circumstances during the inspection, it is the CLIENT'S duty to contact the INSPECTOR should the CLIENT want the INSPECTOR to return to the Inspected Property later to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the report.
- 10. Severability: If any portion of this Agreement is found to be invalid or unenforceable by any court, the remaining terms shall remain in force between the Parties. The indemnities and assumptions of liabilities and obligations herein shall continue in full force and effect after and notwithstanding the termination of this Agreement.
- 11. LIQUIDATED DAMAGES & LIMITATION OF LIABILITY: INSPECTOR assumes 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 any claims against the INSPECTOR, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the inspection or the home inspection 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 any portion of the Inspected Property. 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 between the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee. The CLIENT understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision.
- 12. Disclaimer of Warranties: Unless specified in this Agreement, all express or implied conditions, representations, and warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement are disclaimed, except to the extent that these disclaimers are held to be legally invalid.
- 13. Notice of Claims: The CLIENT agrees that any claim for failure of the INSPECTOR to fulfill its obligations under this Agreement shall be made in writing to the INSPECTOR upon discovery. The CLIENT

also agrees to allow the INSPECTOR ten (10) days to come to the Inspected Property to observe, photograph, inspect and evaluate any condition complained of by the CLIENT to the INSPECTOR and not to make, or allow others to make, any alteration to the claimed condition until the INSPECTOR has had the opportunity to inspect and evaluate the claimed condition.

- 14. Governing Law & Jurisdiction: All issues and questions concerning the construction, validity, enforcement, and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the state where the Inspected Property is situated, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the state where the Inspected Property is located. The parties agree that any litigation arising out of this Agreement, or any services provided by the INSPECTOR shall be filed only in the court having jurisdiction in the county in which the INSPECTOR has its principal place of business.
- 15. LIMITATION ON TIME TO INITIATE ANY LEGAL ACTION: Any legal action, dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the inspection or the home inspection report must be initiated within one (1) year from the date of the delivery of the home inspection report to the CLIENT, regardless of when the CLIENT first discovers the facts supporting such possible claims as identified herein. Failure to initiate said action within one (1) year of the date of services shall be a complete bar to any such action a full and complete waiver of any rights, actions or causes of actions that may have arisen thereon. This period may be shorter than otherwise provided by state law.
- 16. No Assignments Permitted: CLIENT may not assign all or any portion of his/her/their rights or obligations under this Agreement. Subject to the preceding, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective heirs, legal representatives, successors, and assigns. This Agreement does not create and shall not be construed or deemed to create any rights or benefits enforceable by or for the benefit of any person or entity other than the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 17. Entire Agreement: This Agreement represents the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify, or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever.
- 18. Acceptance of Terms: CLIENT agrees that he/she/l/they have read, understand, and agree to all the terms and conditions on all pages of this Agreement, including the limitations and exclusions, and agree(s) to pay the fee shown according to the terms stated herein. The CLIENT can consult with legal counsel, or any other person or entity, before signing this Agreement. CLIENT acknowledges that if CLIENT does not agree with any of the terms of this Agreement, CLIENT has the option to retain another inspection company.

Date of Inspection: January 1st, 2024

JH H

Jonathan la Cour

January 1st, 2024