

Property Inspection Contract

This Contract is made and entered into on 2/16/2006 between Clayhill Property Inspection Group and Andrea Steckstor (the "Client"), with respect to the real property identified as 15844 197th Place NE, Woodinville, WA (the "Subject Property").

1. **Authorization; Presence of Client; Binding Effect:** Client hereby authorizes and contracts for Clayhill Property Inspection Group to perform a limited visual inspection of the Subject Property. The presence of the Client has been requested and encouraged during the inspection. The Client's participation shall be at his/her own risk for falls, injuries, property damage, etc. This Contract is binding upon Client, Client's spouse, heirs, guardians, legal representatives, successors and assigns. Client warrants that Client has read this Contract carefully, that Client understands that Client is bound by all of the terms of this Contract, and that Client will read the entire Inspection Report upon receipt and will promptly call Clayhill Property Inspection Group with any questions they may have.
2. **Scope of Inspection**
 - 2.1 The Scope of this inspection is to examine *visually*, the safely and readily accessible portions of the structural, roofing, plumbing, electrical, heating, central cooling, and permanently attached kitchen appliance systems and components of the Subject Property specified in this Contract for conditions which are adversely affecting their normally intended function or operation within the limits set forth in this Contract and the Property Inspection Report. Only the visible and safely and readily accessible portions of the systems and components specified in the Property Inspection Report shall be inspected. No other systems, items, components or appliances are included in this inspection. The inspection performed by Clayhill Property Inspection Group is supplemental to any real estate transfer or Seller's Disclosure Statement and shall not be used as a substitute for such Disclosure Statements.
 - 2.2 The Inspector will not light pilot lights, activate (turn on) the main water, gas or electrical controls/supplies, energize electrical circuits that are off, or operate any controls other than user controls that are normally operated by occupants. Client understands that in order to, 1) protect Client's own financial interests, 2) maintain the safety of those in attendance during the inspection, and 3) allow the inspector to perform the inspection in compliance with the Standards of Practice cited in Paragraph 2.3 below, the inspector will not perform any act that may damage the property, including, but not limited to, moving any appliances, furniture or stored personal items, or disturb finished surfaces by probing, remove floor coverings or insulation or disturb vapor barrier materials in underbuilding crawl spaces, or elsewhere in the building.
 - 2.3 This inspection will be conducted in compliance with the **Standards of Practice** of the **American Society of Home Inspectors** (Standards of Practice) unless otherwise noted, and where conditions permit. This is *not* an Engineering Inspection. Thus, no engineering tests or measurements (such as measuring the slope of floors or vertical plane of walls) will be made. Client understands and acknowledges that detection (beyond limited *visual* observation) of, or testing for, environmental hazards including, but not limited to, allergens, asbestos, carbon monoxide or carbon dioxide gas, methane, propane, butane or any other flammable gases, lead based paint, molds and mildew, leakage of petroleum products from under or above-ground storage tanks, discharge of used automotive fluids into the soil, radon gas, toxins of any kind, urea formaldehyde foam, whether it/they be in the air, water or soil is beyond the scope any property inspection performed to these standards and **is specifically excluded** from this inspection and report. Since all property inspections are based upon *visual* observations made on one day during a limited time period, Clayhill Property Inspection Group cannot be responsible for any condition affecting any system or component that occurs *subsequent* to the inspection or is *intermittent and not detectable* during the inspection.
 - 2.4 Excluded is any information pertaining to manufacturers' recalls of any component or equipment, as well as inspection of any systems or items not included in the Property Inspection Report, including but not limited to the following: swimming pools, saunas, spa, whirlpool, and hot tub systems, electrostatic precipitators or electronic air cleaners or filters, septic systems, private water systems or equipment, wells and well pumps, cisterns, ponds, fountains and other water features, water quality or volume, water conditioning systems, elevators, lifts, dumbwaiters, audio and video systems, central vacuum systems, fencing, landscaping, irrigation systems, active and passive solar systems, soils, and security systems. Pool houses, cottages, barns, stables, outbuildings or other structures are not included in a standard property inspection but may be inspected upon request, in advance, for an additional fee.

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3. **Property Inspection Report:** Clayhill Property Inspection Group, agrees to prepare a Property Inspection Report as documentation of the inspector's observations resulting from her/his performance of the specified Scope of Inspection. The Property Inspection Report and its contents are intended for the exclusive use of, and are the non-transferable property of the Client. The Property Inspection Report is not to be considered an implied or express warranty on the Subject Property or its components concerning future use, operability, habitability, or suitability.

Note: Local practice may anticipate that you release a copy of the Client Advisory section of your Property Inspection Report to your Real Estate Agent. As an accommodation to you, we can print an additional copy for your use in this regard. If you would like us to provide this service to you, please read the paragraph titled "Third Party Indemnification" in the Standard Terms and Conditions on the next page, then initial this box o.

4. **Inspection Fee:** The Client agrees to pay the Inspection Fee of \$378.00 at, or before, the time of the inspection. If such payment is not received by the time of the Inspection, Client agrees that Clayhill Property Inspection Group may choose not to release the Report until payment is received.
5. **Limited Warranty;** The Client acknowledges that Clayhill Property Inspection Group warrants that its inspection services will be performed in accordance with the Scope of the Inspection only. **THIS IS A LIMITED AND NON-TRANSFERABLE WARRANTY AND IS THE ONLY WARRANTY GIVEN BY CLAYHILL PROPERTY INSPECTION GROUP. CLAYHILL PROPERTY INSPECTION GROUP MAKES AND CLIENT RECEIVES NO OTHER WARRANTY EXPRESS OR IMPLIED. ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. THIS STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF CLAYHILL PROPERTY INSPECTION GROUP FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE INSPECTION AND DELIVERY AND USE OF AND RELIANCE ON THE REPORT. CLAYHILL PROPERTY INSPECTION GROUP DOES NOT GUARANTEE THAT THE STRUCTURE INSPECTED WILL BE FREE FROM FAULTS OR DEFECTS. CLIENT WAIVES ANY CLAIM FOR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, EVEN IF CLAYHILL PROPERTY INSPECTION GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. **Dispute Resolution:** In the event any dispute arises regarding this Contract or the Property Inspection Report, it is agreed that all parties shall attempt, in good faith, to settle such disputes between themselves. In the event such attempts fail to resolve such disputes, any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction. Client understands and agrees that in any such arbitration, all of the provisions of this Contract shall apply.
7. **Standard Terms and Conditions:** The Standard Terms and Conditions printed on the page immediately following and attached to this Contract are a part of this Contract and are incorporated by reference. Together, these documents represent the entire Contract between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this Contract. In the event any provision is held to be unenforceable, it shall be severed from the contract document and the remaining provisions shall be fully enforced.

I acknowledge that I have read, understand, and accept the terms, conditions, and limitations as outlined in this Property Inspection Contract, including its Standard Terms and Conditions.

Client: _____ Date: _____
Andrea Steckstor

Agreed and accepted for Clayhill Property Inspection Group.

By: _____ Date: _____
Kevin Christiansen, Inspector for Clayhill Property Inspection Group

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Client: _____ Date: _____
 Andrea Steckstor

Agreed and accepted for Clayhill Property Inspection Group.

By: _____ Date: _____
 Kevin Christiansen, Inspector for Clayhill Property Inspection Group