

JW INSPECTION SERVICES OF MI, INC.
3980 Bedaki Ave NE
Lowell, MI 49331
INSPECTION AGREEMENT

1. Client hires JW Inspection Service of Michigan (JWISM) to conduct a:

GENERAL INSPECTION: A General INSPECTION is a limited visual inspection of the readily accessible areas of the major systems and components of the building. Systems to be inspected include foundation and structures, exterior, interior, roofing, plumbing, electrical, central heat, central air conditioning (weather permitting), insulation and ventilation. JWISM will not move furniture, appliances, floor coverings, storage or other items to conduct this inspection or otherwise expose concealed or inaccessible conditions. JWISM will not inspect behind finished walls or ceilings or other barriers.

JWISM agrees to conduct an inspection for the purpose of informing the buyer(s) of "Major Defects" in the condition of this property that were in existence at the time of this inspection and visible to the inspector(s). Maintenance items and surface defects may be discussed but are not a part of the scope of this Report. This inspection is not to determine compliance with any current or past governmental codes and is not technically exhaustive. A technically exhaustive Report is available for \$2,500.00.

The inspection will be performed in a manner consistent with the inspection Standards of the American Society of Home Inspectors. A copy of the Standards is provided to the client with the Report; however, upon request, JWISM will provide a copy of the Standards to the client at an earlier time.

LABORATORY INSPECTION. A Laboratory Inspection includes collection of samples for submission to independent testing facilities for the presence of specific hazards. JWISM will collect the samples and submit the samples to the testing facilities. JWISM does not do any testing itself.

2. The client understands that for any inspection (General Inspection or Laboratory INSPECTION) JWISM is not an insurer to guarantor against defects in the building and improvements, systems or components inspected. JWISM makes **no warranty**, express or implied, as to the fitness for use or condition of the systems or components inspected.
3. Systems and conditions which are **not** within the scope of the building inspection include, but are not limited to formaldehyde, lead paint, asbestos, toxic or flammable materials, soil contamination, other environmental hazards, pest infestation, security systems, appliances, playground equipment, swimming pools, spas, energy efficiency measurements, recreational equipment, concealed or underground electric or plumbing, systems which are shut down or otherwise secured, private sewer systems, water wells, heating system accessories, solar heating systems, zoning or other ordinances, or building code conformity. The client understands that these systems and conditions and information about them are excluded from this inspection and Report. Any general comments which may appear about these systems and conditions are provided as a courtesy only and **do not** represent or form a part of the inspections.
4. JWISM will provide to the client its written Report within a reasonable time following the completion of the inspection. The inspection results are not completed until the written Report is prepared and delivered. The written Report is the only Report upon which client may rely. It supersedes any oral discussions between the client and JWISM.
5. The parties agree that 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 conducted by 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.
6. The parties agree that liability of JWISM for any claim which may arise out of the performance of this Agreement shall be limited to the amount of the contract only, which shall be client's sole and exclusive remedy against JWISM or its agents or employees.
7. The inspection and Report is for the sole and exclusive use of the client. The Report shall not be provided to third parties and may not be relied upon by third parties.
8. This Agreement represents the entire agreement between the parties. This Agreement may be amended only by written agreement signed by both parties.
9. This Agreement shall be interpreted according to the law of the State of Michigan . If any portion of this contract is deemed invalid under the law of the State of Michigan , then all remaining portions shall be given full effect.

J.W. INSPECTION SERVICES OF MI, INC.

John Wade, President

DATE _____

CLIENT

DATE _____

Client

DATE _____

Client