

THIS AGREEMENT is made this by and between Inform U, LLC (the "Company" or "we") and the undersigned homeowner (the "Client" or "you").

The address of the property to be inspected is: _____, Ohio. The fee for the inspection is \$_____, which you agree to pay in full prior to the inspection.

The parties agree as follows:

1. INSPECTION AND DUTIES. We agree to perform a limited visual inspection of the systems and components included in the inspection as they exist at the time of the inspection for the above fee. The inspection will be performed in accordance with the Standards of Practice of the American Society of Home Inspectors, that can be found online at www.ashi.org, and is limited by the limitations, exceptions and exclusions so stated in the Standards of Practice and this Agreement. You agree that if the Company recommends further evaluation of a condition noted in the Inspection Report that you will do so before the end of any inspection contingency and prior to closing.

2. LIMITATIONS, EXCEPTIONS AND EXCLUSIONS . The inspection only includes those systems and components expressly and specifically identified in the Inspection Report. In addition, any area which is not exposed to view, is concealed, is inaccessible because of snow, ice, soil, walls, floors, carpets, ceilings, furnishing or in any other fashion is excluded. The inspection does not include any destructive testing or dismantling. The following items, systems, components and areas are NOT included in the inspection or Inspection Report unless specifically agreed to the parties in the form of a separate Rider:

- Latent or concealed defects, compliance with code or zoning ordinances or permit research or system or component installation or recalls.
- Radon – a colorless, odorless, radioactive gas that may be harmful to humans.
- Structural, geological, soil, wave action or hydrological stability, including erosion, survey, engineering, analysis or testing.
- Termites or other wood destroying insects and or organisms, rodents or other pests, dry rot or fungus; or damage from or relating to the preceding. This exclusion is deleted if the Client has the Company perform wood destroying organism inspection for an additional fee.
- Private water, sewage systems, water softeners or purifiers, radiant heat systems or solar heating systems.
- Pools, spas, hot tubs, saunas, steam baths, fountains or other types of or related systems and components.
- Sprinklers or irrigation systems.
- Detached buildings.
- Repair cost estimates or building value appraisal.
- Thermostatic or time clock controls, radio controlled devices, automatic gates or elevators, lifts, dumbwaiters.
- Free standing appliances and gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks. Furnace heat exchangers.
- Seismic safety, security or fire safety systems or security bars and/or safety equipment.
- Any adverse condition that may affect the desirability of the property including but not limited to proximity to railroad tracks or airplane routes, boundaries, easements or rights of way, adjoining properties or neighborhood.
- Unique/technically complex systems or components, system or component life expectancy or adequacy or efficiency of any system or component.

The Company does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he may inform the Client that he is so licensed. Any additional inspection, beyond the scope of a basic home inspection may be performed for an additional fee. Any agreement for such additional inspections shall be in a separate writing.

3. ENVIRONMENTAL AND HEALTH ISSUES. The Client specifically acknowledges that a inspection is not an Environmental Survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include but are not limited to asbestos; radon; lead; urea formaldehyde; mold; mildew; fungus; odors; noise; toxic or flammable chemicals; water or air quality; PCB's or other toxins; electro-magnetic fields; underground storage tanks; proximity to toxic waste sites; carbon monoxide. You agree to hold the Company, its owners and employees harmless for any injury, health risk or damage caused or contributed to by these conditions.

4. DISCLAIMER OF WARRANTY. Client understands that the inspection and Inspection Report do not, in any way, constitute the following: (1) guarantee, (2) warranty of merchantability or fitness for a particular purpose, (3) express or implied warranty, or (4) insurance policy. Additionally, neither the inspection nor Inspection Report are substitutes for any real estate transfer disclosures that may be required by law.

5. LIMITATION ON USE. The inspection and report are for the use of Client only, who gives Company permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. Company shall be the sole owner of the report and all rights to it. We accept no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release the Company (including employees and business entities) from any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in this Agreement. Company's inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home, outbuildings building or their components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, you understand that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection. Therefore, 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.

6. LIMITATION ON LIABILITY. Due to the nature of the services we are providing, it is difficult to foresee or determine potential damages in the event of negligence or breach of this Agreement by us. Thus, if we fail to perform the inspection services as provided herein or are careless or negligent in the performance of those services or preparing the report, Company's liability for any and all claims related thereto is limited to the fee paid for the inspection services (unless contrary to state law), and you release us from any and all additional liability, whether based on contract, tort, or any other legal theory. There will be no recovery for consequential damages. You understand that the performance of the Services without this limitation of liability would be more technically exhaustive, likely require specialties and would cost substantially more than the fee paid for this limited visual inspection. You understand that you are free to consult with another professional if you do not agree to this provision.

We assume 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 the Company, its agents or employees, for claims, damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the Company's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the Company, 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 the home or outbuilding even if the Client has been advised of the possibility of such damages. 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 among the Company and Client; and (iii) to enable the Company to perform the inspection at the stated fee.

7. CLAIMS AND DISPUTE RESOLUTION. In the event of a claim against the Company, Client agrees to provide Company with the following: (1) written notification of adverse conditions within 14 days of

discovery; and (2) access to the premises. Failure to comply with the above conditions will release Company and its agents from any and all obligations or liability of any kind.

Any unresolved dispute, controversy or claim arising out of or in connection with this Agreement or the breach thereof shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspectors Disputes of Construction Arbitration Services, Inc. Any court of competent jurisdiction may enter the judgment on the decision of the arbitrator. The parties shall have the right to discovery in accordance with state codes of civil procedure. The accepted standard against which the inspection shall be judged will be the "Standards of Practice" as published by the American Society of Home Inspectors. Exceptions to mandatory arbitration include the filing or enforcement of a mechanic's lien and the filing of judicial action to enable the recording of a notice of pending action, for attachment, receivership, injunction, or other provisional remedies. Any such action shall not constitute a waiver of the right to arbitrate under this provision.

Property or equipment in dispute must be made accessible for re-inspection and/or arbitration. All inspections will be judged against the performance of a reasonably fair and diligent inspection and not against results or occurrences. No consideration shall be given to clients who fail to perform a pre-closing walk-through inspection prior to transfer of title. Disputes must be initiated within one year of the date of the original inspection.

8. JURISDICTION. The parties agree that any litigation arising out of this Agreement shall be filed only in a Court of competent jurisdiction located in Geauga County, Ohio. In the event that Client fails to prove any claims against Company in a court of law, Client agrees to pay all legal costs, expenses and fees of Company in defending said claims.

9. SEVERABILITY, ENTIRE AGREEMENT, MERGER. If any court declares any provision of this Agreement invalid, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of Company or its agents shall be binding unless reduced to writing and signed by Company. No change shall be enforceable against any party unless it is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. Client shall have no cause of action against Company after one year from the date of the inspection.

10. RE-INSPECTION. If Client requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Company:

Client:

Inform U, LLC
By. Mike Nolan

Print name: _____