



Pre-Inspection Agreement

THIS AGREEMENT is made and entered into by and between Mejaro Inspection Services Company referred to as "Inspector", and _____, referred to as "Client".

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of _____ for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at _____.
2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.
3. The parties agree that the "Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. If the State/ Province where the inspection is performed imposes more stringent standards or administrative rule, then those standards shall define the standard of duty and the conditions, limitations, and exclusions of the inspection.
4. The parties agree and understand that the Inspector, its employees, owners and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client further agrees that the Inspector is liable only up to the cost of the inspection. This clause may be contrary to local law.
5. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
7. Your inspector has an affiliation with Porch, a third party service provider, in order to offer you additional value-added services concierge service to help with moving and utility setup and discounts on home services. By entering into this agreement you (a) authorize your inspector to provide your contact information (including telephone number) to Porch, and/or its affiliate, (b) waive and release any restrictions that may prevent Porch and/or its affiliate from contacting you (including by telephone using automated dialing technology), and (c) authorize Porch and/or its affiliate to contact you regarding home services.
8. This Agreement, including the terms and conditions on the reverse side, represents the exclusive agreement on the subject matter herein and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State/ Province of IN, and if that State/ Province laws or regulations are more stringent than the forms of the agreement, the State/ Province law or rule shall govern. Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. If no State/Province regulations apply, this report adheres to the Standards, which is available upon request.
9. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the sampling, analysis, and 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 voluntarily waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the property, 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 INSPECTOR and CLIENT, and (iii) to enable the INSPECTOR to perform the testing at the stated fee rather than at a higher fee that takes into account potential liability.
10. Litigation: The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County where the INSPECTION COMPANY has its principal place of business. If INSPECTION COMPANY is the substantially prevailing party in any such litigation, the CLIENT shall pay all legal costs, expenses and attorney's fees of the INSPECTION COMPANY in defending said claims.
11. If any court declares any provision of the Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the exclusive agreement on the subject matter herein. 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 INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification 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 INSPECTOR after one year from the date of the inspection.
12. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the testing and submission of the report to CLIENT. CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity

Printed Client Name: _____

Client Signature: _____ Date: _____

Street Address: _____

City/State Province/Zip or Postal Code: _____, _____, _____

Buyer's Agent Present: _____

Seller's Agent present: _____

Agents Name: _____

Inspector's Signature: _____ Date: _____

Inspector's Address: 401 W 6th St, Ste 2A Bloomington, IN 47404

License/Certification #: IN--HI01600086

Client agrees to release reports to seller/buyer/REALTOR Yes _____ No _____

You must notify us if you would not like the report to be shared with your agent.

SEE NEXT PAGE FOR ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS

Additional Terms, Conditions, and Limitations

1. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors; recreational equipment or facilities; pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating systems accessories; solar heating systems; heat exchangers; sprinkling systems; water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arrestors, load controllers; trees or plants; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, and EIFS. Client understands that these systems, items, and conditions are exempted from this inspection. Any general comments about these systems, items, and conditions of the written report are informal only and DO NOT represent an inspection.
2. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees arising from such a claim.
3. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.
4. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State/Province law. Furthermore, any legal action must be brought within one (1) years from the date of the inspection, or will be deemed waived and forever barred.
5. This inspection does not determine whether the property is insurable.
6. Exclusions of systems normally inspected.
7. Limitations Period: Any legal action arising out of this Agreement or its subject matter must be commenced within one year from the date of the Inspection or it shall be forever barred. The CLIENT understands that this limitation period may be shorter than the statute of limitations that would otherwise apply.

DEFINITIONS

1. Apparent Condition: Systems and components are rated as follows:

SATISFACTORY (Sat.) - Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.

MARGINAL (Marg.) - Indicates the component will probably require repair or replacement anytime within five years.

POOR - Indicates the component will need repair or replacement now or in the very near future.

SIGNIFICANT ISSUES - A system or component that is considered significantly deficient, inoperable or is unsafe.

POTENTIAL SAFETY HAZARD - Denotes a condition that is unsafe and in need of prompt attention.

2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.

3. Readily accessible systems and components: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.

4. Any component not listed as being deficient in some manner is assumed to be satisfactory.

Initial Client 1: _____ Date: _____

Mejaro Inspection Services by
Rollie Mason

Title