**INSPECTION AGREEMENT**

**THIS AGREEMENT LIMITS J & K INSPECTIONS LLC’S LIABILITY – PLEASE READ**

**This Home Inspection Agreement made effective on the date its execution as set forth below, by and between J & K Inspections LLC, an Alaska limited liability company, Home Inspector License # 212116 (“J & K Inspections”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”, “you”, or “your”).**

**J & K Inspections is in the business of providing home inspection services. You, the undersigned Client, have requested that J & K Inspections, along with our employees and any persons or entities conducting the home inspection as well as additional services and tests consistent with the terms and conditions outlined in this Agreement at the property located at the following address:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SCOPE OF INSPECTION**

**The general home inspection is a non-invasive physical examination of the readily accessible built-in appliances, mechanical, electrical, and plumbing systems, and the essential internal and external structural components of the residential dwelling under the standards and scope for home inspections established by the International Association of Certified Home Inspectors and the applicable statutes and regulations of the State of Alaska. J & K Inspections is not an expert in every craft or profession. Therefore, the general home inspection that J & K Inspections will conduct is not technically exhaustive. The fee charged for these services is substantially less than that of a technically exhaustive inspection. The inspection is designed only to identify material defects in those systems and components of the residential dwelling exposed to view and apparent as of the day of the inspection. See the "Specific Exclusions" sections for the services that are excluded from this general inspection.**

**A written inspection report (Report) will be prepared that will describe and identify the inspected systems. structures, or components of the dwelling that were inspected, any material defects identified to be in need of immediate repair, and any recommendations regarding the conditions observed or recommendations for further evaluation by appropriate person. Style, aesthetics, design flaws, and hidden defects will not be considered in determining whether a system, structure, or component is defective. The Report reflects an observation of certain listed items of the Property as of the date and time of the inspection and is not a list of repairs to be made. The Report is not intended for use in renegotiating the sale of the property. Your real estate agent can help you determine which items are eligible for negotiation under the terms of any sale contract. The seller may or may not be required to repair deficiencies reflected in this report. Items not listed in the inspection report were not inspected.**

**ADDITIONAL SERVICES:**

**J & K Inspections may be able to perform additional services and tests over and above the general home inspection but only if such additional services and tests are agreed upon by both parties. Unless you request additional services and tests and J & K Inspections agree to perform the additional services and tests by expressly stating the additional services and tests to be performed, the fees to be charged and paid, and by initialing the appropriate section identifying the additional services and tests to be performed and the amount to be paid, this Inspection Agreement is for the general home inspection only and does not include the other additional tests and services, including but not limited to the following: carbon monoxide test; radon gas test; water analysis; wood destroying insects inspection; and mold inspection or invasive testing of EIFS, Exterior Insulation and Finishing Systems, to determine the existence of moisture and damage related thereto.**

**EXCLUSIONS:**

**A system or component is not readily accessible if inspection requires moving personal property, dismantling, destructive measures, or any action that will, in the opinion of the inspector, likely involve risk to persons or property. The inspector cannot examine what cannot be seen. Anything not readily observable because it is concealed or inaccessible due to obstructions including, but not limited to, floor coverings, suspended ceiling tiles, insulation, furniture, or other personal property, or soil, vegetation, water, ice, or snow cannot be inspected. J & K Inspections is not required to move or disturb such items in order to diminish or eliminate the obstruction. J & K Inspections is not required to report on or engage in any practice or act that is not included or that is specifically excluded in the inspection guidelines unless otherwise agreed to in a writing signed by the parties. J & K Inspections is not required to inspect anything identified in the inspection guidelines as limitations or exclusions specific to the systems and components inspected. The list of the following specific exclusions is not an exhaustive list.**

**J & K Inspections is NOT required to determine the following: remaining life of any system or component, the causes of any condition or deficiency, methods and costs of corrections, suitability of the property for a specialized use, market value or marketability, insects, rot/decay, fungus, including mold and mildew, decorative items, underground items, breached vacuum seals in insulated glass, or items not permanently installed. J & K Inspections is not required to do the following: predict future conditions including, but not limited to, failure of components, operable condition of any system or component that is shut down or otherwise inoperable, light pilot lights, determine the presence of hazardous substances, enter hazardous areas, or perform engineering, architectural, plumbing, or any other job function requiring an occupational license or certification in the Client's jurisdiction (unless the inspector holds a valid license or certification and the parties agree to the additional services and tests to be performed as identified herein for an additional fee. J & K Inspections is not required to inspect fences; soil conditions; spas; saunas; steam baths; pools and related equipment; outbuilding, other than garage or carport; sprinkler systems; private and community waste disposal systems; telephone; cable television; intercoms; security systems; low voltage lighting systems; well systems; window-unit air conditioning systems; furnace heat exchangers; and heating or cooling systems when weather conditions or other circumstances may cause equipment damage. J & K Inspections is not required to inspect cosmetic items such as paint, wall paper, carpet, or other finishes on walls, ceilings or floors, and any type of window treatment, such as blinds or draperies. J & K Inspections is not required to determine non-compliance with manufacture's specifications or applicable regulatory requirements, including but not limited to building code compliance. Water/moisture, leaks, seepage, and drainage problems are often only visible during or after a certain amount of rain. It is thus impossible to observe water/moisture, leaks, seepage, and drainage problems unless the inspection is conducted during or immediately after a rain sufficient to reveal such problems.**

**Code compliance, manufacturer's specifications, valuations, and other regulations - J & K Inspections will not investigate or give any opinion concerning easements, conditions of title, zoning matters, or building or property measurements and value appraisals. There are thousands of building codes and manufacturing specifications. They change frequently and are frequently subject to individual interpretation. J & K Inspections has a general knowledge about code requirements and can answer many code-related questions, but J & K Inspections has no legal authority to mandate code compliance. You should contact the appropriate governmental agencies if you desire such information.**

**Product defects and environmental hazards - J & K Inspections' inspection is neither a chemical analysis nor a search for defective products or environmental hazards. Materials regularly used in residential construction may contain potentially hazardous substances such as asbestos, lead, and formaldehyde. Except as modified herein or by separate written agreement, J & K Inspections' inspection excludes chemical analysis of defective products and environmental hazards including, but not limited to: asbestos, lead, lead paint, radon, carbon monoxide, and mode.**

**SPECIFIC EXCLUSIONS**

**THIS INSPECTION REPORT DOES NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND. THIS INSPECTION REPORT ALSO DOES NOT SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW. Therefore, you agree not to hold J & K Inspections responsible for any future failure or repair, or for the non-discovery of any patent or latent defects in material, workmanship, or other conditions of the property which may occur or become evident after the inspection date; or for any alleged non-disclosure of conditions that are the express responsibility of the seller of the property. This inspection is intended to add to your knowledge of the building and help you understand the risk of owning it. The inspection is not intended to and cannot eliminate all the risk of purchase. J & K Inspections help you assess the risk; J & K Inspections does not assume the risks for you. Warranty programs for appliance and mechanical failure and homeowner's insurance are the traditional avenues available to manage the risk of property ownership.**

**MOLD EXCLUSION:**

**J & K Inspections is not responsible for discovering or reporting on the presence or absence of mold or mildew. Furthermore, J & K Inspections is not responsible for any damage that arises from or related to mold or mildew, even if the mod or mildew is a direct consequence of a condition upon which J & K Inspections is required to report as set forth in this agreement.**

**DISPUTE RESOLUTION AND REMEDY LIMITATION:**

**Notice of Claims - You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission of J & K Inspections in connecting with the Services shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow J & K Inspections a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspecting the property before you, or anyone acting on behalf, repair, replace, alter, or modify the system or component that is the subject matter of the claim. You understand and agree that any failure to timely notify J & K Inspections and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against J & K Inspections related to the alleged act or omission unless otherwise prohibited by law.**

**Venue - Any litigation concerning the interpretation of this Agreement shall be in the Third Judicial District at Kenai, Alaska.**

**Limitations Period - Any legal action arising from this Agreement or from the services and Report, including but not limited to the litigation in the Third Judicial District at Kenai, Alaska, must be** **commenced within one (1) year from the date of the services. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon. This time limitation period may be shorter than provided by state law.**

**Limitations of Liability - Due to the nature of the services that J & K Inspections is providing, it is difficult to foresee or determine, at the time this Agreement is formed, potential damages in the event of negligence or breach of this Agreement by J & K Inspections. Thus, if J & K Inspections fails to perform the services as provided herein or is careless or negligent in the performance of the services and/or preparing the Report, J & K Inspections' liability for any and all claims related thereto is limited to the fee paid for the services, and you release J & K Inspections from any and all additional liability. 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 specialists, and would cost substantially more than the fee paid for this limited visual inspection.**

**Attorney's Fees and Costs - In the event that a legal action is commended by either you or J & K Inspections, in regard to this Inspection Agreement, services, or Report, and in the event, J & K Inspections prevails in such legal action, you shall be responsible for paying all fees, costs, and disbursements incurred by J & K Inspections in defending or bringing any such action, including but not limited to reasonable attorney's fees.**

**OTHER PROVISIONS:**

**Severability and Entire Agreement - The parties agree that should any court determine that any provision in this Inspection Agreement is void, voidable, or unenforceable, the remaining portions shall remain in full force and effect. This Agreement, in its entirety, including any attached Schedules, and any executed Addenda, contains the entire Agreement between the parties, and there are no other representations, warranties, or commitments, except as are specifically set forth herein. This Agreement supersedes any and all representations or discussions, whether oral or written, if any, among the parties relating to the subject matter of this Agreement. This Agreement may be modified, altered, or amended only if agreed to in writing and signed by the parties.**

**Confidentiality - You understand that the services are being performed, and the Report is being prepared, for your sole confidential exclusive benefit and use. If you directly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold J & K Inspections harmless for any claims or actions based on the services or the Report brought by any third party.**

**Notwithstanding anything set forth herein, by executing this document, you expressly authorize J & K Inspections, in their sole discretion, to distribute copies of the Report to the real estate agents or attorneys directly in this transaction, who are not intended beneficiaries of the Report.**

**FEE:**

**You agree to pay the fees set forth in this Inspection Agreement for the performance of the services identified herein. This amount shall be paid in full prior to the completion of the services. Should you fail to timely pay the agreed upon fees, you shall be responsible for paying all of the fees associated with collection, including but not limited to costs, disbursements, and reasonable attorney's fees.**

**The fee for the general inspection as set forth in detail herein shall be:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. At your request, we will perform the following additional tests and services for the amounts set forth below:**

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
2. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
3. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
4. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**By initialing below, you are representing that you are requesting the additional services identified above and agreeing to pay the fee associated with such additional services as set forth above. Additionally, by initialing below, J & K Inspections is agreeing to provide the additional services identified above and agreeing to perform them for the fee identified above.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Client J & K Inspections**

**By signing below you acknowledge that you have received and read this Inspection Agreement and attached Schedule setting forth the exclusions, and that you understand and agree to the terms and conditions of this Inspection Agreement, including but not limited to, the limitation of liability, the limitations period, and the agreement to pay the fee set forth herein.**

**Dated this \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.**

**Client Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Client Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Dated this \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.**

**J & K INSPECTIONS LLC**

**By:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: Member**