



INSPECTION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

Address of Inspection: _____ (the "Residence").

1. _____ ("Client") requests Discovery Home Inspection ("Discovery") to conduct a visual inspection of the readily accessible areas of the Residence and to provide a written report concerning the conditions at the time of the inspection. Detached structures are excluded unless otherwise agreed to in writing. The inspection will be performed at a time mutually selected by the parties. Client hereby warrants that all necessary approval has been secured for Discovery's entrance to the property.
2. Client further warrants that s/he: a) has read this Inspection Agreement (this "Agreement") carefully; b) understands that s/he is bound by all terms of this Agreement; and, c) will read the entire inspection report when received and promptly call Discovery with any questions.
3. Client understands that the inspection is performed and the inspection report is prepared for Client's sole, confidential and exclusive use. Client agrees not to transfer or disclose any part of the inspection report to any other person, with the following exceptions: a) one copy may be provided to the current seller of the Residence with the express condition that seller agrees to use the report only in connection with Client's transaction and agrees to disclose the report only to seller's real estate agent, and b) one copy may be provided to the real estate agent representing Client and/or to a bank or lender for use in Client's transaction only. Should Client give the inspection report to any other third party, Client agrees to indemnify, defend and hold harmless Discovery from any third-party claims relating to this inspection or report.
4. Client agrees to pay Discovery a fee in the amount of \$ _____ at or before the inspection.
5. Discovery agrees to perform a visual inspection of the readily accessible areas of the Residence and to provide Client a written report as to the general condition of the structure's major components and systems at the time of the inspection, including any defects noted during the inspection, as well as recommendations that appropriate qualified professionals be retained to further evaluate the extent of the defects and any corrective action necessary to address the defects. Pursuant to AS 08.18.171(8), systems and components to be inspected include: heating and air-conditioning systems, plumbing and electrical systems, built-in appliances, roof, attic, visible insulation, walls, ceilings, floors, windows, doors, foundation, basement, visible interior and exterior structures, and drainage to and from the Residence.
6. Discovery will perform the inspection according to the standards of practice of the American Society of Home Inspectors. A copy of these standards is available upon request.
7. The inspection includes only those systems and components expressly and specifically identified in the inspection report. Any area which is concealed or inaccessible because of soil, walls, floors, carpets, ceilings, or furnishings is not included in this inspection. The inspection does not include destructive testing, dismantling, opening walls, moving furniture, appliances, or stored items, or excavation. Maintenance may be discussed but is not a part of the inspection report. Systems and conditions which are not within the scope of the inspection include but are not limited to: formaldehyde, lead paint, asbestos, toxic or flammable materials, soil contamination, or other environmental hazards; insect, pest or rodent infestation; security systems; freestanding appliances; playground or recreational equipment; swimming pools or spas; energy efficiency measurements; concealed electric or plumbing; systems which are shut down or secured; private sewer systems; water wells; heating system accessories; solar heating systems; or zoning, and ordinance or building codes conformity. Client agrees to assume the risk for all conditions which are concealed from view at the time of the inspection or are excluded from inspection by the terms of this Agreement. Any general comments about these systems and conditions are provided as a courtesy only.
8. Client understands that Discovery is not an insurer or guarantor against defects in the building, improvements, systems or components inspected, and that the inspection and report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, or substitute for real estate transfer disclosures which may be required by law.
9. The inspection report prepared by Discovery shall be Discovery's final and exclusive findings regarding the Residence. Client shall not rely on any oral statements made by Discovery prior to the issuance of the written report. Discovery reserves the right to modify the inspection report for a period of up to 48 hours after the inspection report has first been delivered to Client.



10. In the event of a dispute, controversy or claim, Client agrees to promptly notify Discovery in writing and to allow Discovery to inspect the subject matter of any claim prior to any repairs or waives the right to make the claim. Client agrees not to disrupt, repair or have repaired anything which may constitute evidence relating to the claim, except in case of emergency. To the extent allowed by law, any dispute, controversy, or claim arising out of or related to this Agreement, the inspection or inspection report shall be submitted to final and binding arbitration under the rules and procedures of the Construction Dispute Resolution Services ("CDRS") unless the parties mutually agree otherwise.

11. Pursuant to AS 08.18.085(a), any action against Discovery, or its agents or employees, based on an inspection or inspection report must be commenced within 1 year from the date of the inspection or will be deemed waived and forever time barred.

12. To the extent allowed by law, the parties agree that Discovery's liability for any claim which may arise out of the performance of this agreement shall be limited to the actual damages sustained, which shall be Client's sole and exclusive remedy against Discovery or its agents or employees.

13. Pursuant to AS 08.18.023(d), a home inspection report is valid for 180 days after the date the home inspector signs and dates the report.

14. If Client requests a re-inspection, the re-inspection fee shall be _____. The re-inspection shall be subject to all applicable provisions set forth in this Agreement, provided however that the re-inspection is not the same as the original inspection and does not take the place of Client performing a pre-closing walk through of the Residence. A re-inspection is solely for the purpose of reviewing the repair items requested by Client and agreed upon by seller. All repairs are the responsibility of the party performing the repairs and should be done by qualified, licensed contractors. Discovery recommends that Client obtain receipts, documentation and warranty documents from the contractor. New repairs should be monitored over a period of time to determine their adequacy, particularly during the warranty period.

15. Discovery requires Client to sign this Agreement prior to performing the inspection. Client agrees that if Client did not sign this Agreement prior to the inspection, this Agreement shall form a part of the inspection report and by accepting, paying for and/or using the inspection report, Client accepts and agrees to be bound by the terms and conditions of this Agreement.

16. If Client is married, Client represents the actual authority to sign for Client's spouse.

17. This Agreement represents the entire and integrated agreement between the parties, and can be amended only by written agreement signed by both parties.

18. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties.

19. Claims arising out of or related to this Agreement shall be governed by Alaska law.

20. Client authorizes Discovery to send a copy(s) of inspection report to _____.

21. The parties agree that there are no intended third-party beneficiaries to this Agreement.

I/We have read, understand, and agree to all the terms and conditions of this contract.

Client's Signature: _____ **Date:** _____ (one signature binds all)

Client's Printed Name: _____

Client's Phone Number: _____ **e-mail:** _____

Discovery Home Inspection: _____ Date: _____

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