

Service Order

PA No.

Date of Order

Order No.

Inspection Site Address: _____

City: _____ State: _____ Zip: _____

Client Name: _____ Buyer
 _____ Seller
 (Please Print Full Name)

**MID ATLANTIC
HOME INSPECTIONS**
 Property Inspection Company
 (hereafter referred to as PIC)

Date: ____ / ____ / ____
 month day year

Time: _____
 a.m. p.m.

410-494-4700
24 Hour Service Center

CLIENT HEREBY REQUESTS AND AUTHORIZES A VISUAL INSPECTION OF THE STRUCTURE AT THE ABOVE ADDRESS, FOR CLIENT'S SOLE USE AND BENEFIT. CLIENT UNDERSTANDS AND ACCEPTS THAT VISUAL INSPECTIONS ARE BASED ON READILY ACCESSIBLE SYMPTOMS AND CLUES AT THE TIME OF THE INSPECTION ONLY, AND DOES NOT INCLUDE ANY BURIED OR CONCEALED ITEMS OR OTHER CONDITIONS NOT SO READILY ACCESSIBLE AND VISIBLE AT THAT TIME, AND AS SUCH NO INSPECTION SERVICE AVAILABLE THROUGH THE PIC CAN COMPLETELY ASSESS ALL RISKS, DETECT ALL DEFICIENCIES, ACCURATELY PREDICT FAILURES, OR GUARANTEE THE FUTURE FUNCTIONALITY OF ANY STRUCTURAL OR MECHANICAL COMPONENTS.

Signature: _____ Client Inspection Authorization

THREE DISTINCTLY DIFFERENT CHOICES FOR PROPERTY INSPECTION SERVICES ARE OFFERED. PLEASE SELECT THE OPTION THAT MOST ADEQUATELY FULFILLS YOUR REQUIREMENTS. PLEASE READ ENTIRE SERVICE AGREEMENT BEFORE MAKING YOUR SELECTION. A BLANK BOX CONFIRMS CLIENT HAS REJECTED SERVICE.

OPTION ONE: BASIC PROPERTY INSPECTION -- This is an inspection designed to provide a current condition report for readily accessible structural and mechanical components, and covers only reported sections of the property. There are NO EXPRESS OR IMPLIED GUARANTEES TO DETECT ALL VISIBLE DEFICIENCIES due to obvious time limitations. NO WARRANTY PROTECTION is provided.

OPTION ONE: ACCEPTED CHARGE \$ _____
 Client Initials

OPTION TWO: INSPECT-PROTECT SERVICE — This inspection includes the BASIC PROPERTY INSPECTION Services (as described in Option One) plus a LIMITED ONE YEAR WARRANTY PROTECTION PROGRAM covering major home systems and components. (Please read entire Warranty Contract for specific coverage, limitations and exclusions)

OPTION TWO: ACCEPTED CHARGE \$ _____
 Client Initials

OPTION THREE: COMPREHENSIVE INSPECTION SERVICE — This service provides an extensive inspection DESIGNED TO DETECT ALL ACCESSIBLE AND VISIBLE STRUCTURAL AND MECHANICAL DEFECTS for stated sections of the property only. A team of Property and/or Specialized Analysts will perform this inspection. Allow up to 10 days to complete this inspection. Also included is a LIMITED ONE YEAR HOME WARRANTY PROTECTION PROGRAM. (Please read entire Warranty Contract for specific coverage, limitations and exclusions)

OPTION THREE: ACCEPTED CHARGE \$ _____
 Client Initials

ADDITIONAL OPTIONS: Subject to local availability, the following services, are offered for those clients desiring special or expanded services. A blank box confirms client has REJECTED offered service, and a marked box indicates that client has ACCEPTED services.

RADON GAS

The US Environmental Protection Agency states that radon gas is the 2nd leading cause of lung cancer in the country and recommends that every home be tested. This service can be provided at the time of inspection for an additional fee of \$135.00.

Accept: _____ Decline: _____

Service Agreement

PA No. Date of Agreement Order No.

(1) CLIENT INSPECTION PARTICIPATION: Client has been encouraged and is hereby advised to attend the on-site inspection, and Client assumes all risk of any misunderstandings which may occur because client has not attended the inspection. **Client recognizes and acknowledges that the inspection service(s) is incomplete without client participation and agrees to pay the standard follow-up consultation charge to complete the inspection process.** Client inspection participation shall be at his or her own risk for any injuries or property damage.

(2) RESPONSIBLE PARTIES: PIC is an independent party in the business of providing inspection services for the property inspection industry. All such services are performed by independent PIC's or Specialized Analysts (SA) who have experience in performing different types of inspection services. A PIC is a "generalist" with limited knowledge across many fields, and is not an expert in specific structural or mechanical fields. The PIC's work focuses on performing a visual survey designed to familiarize and educate client regarding property maintenance and operations, and to locate major deficiencies and unsafe conditions. A SPECIALIZED ANALYST (SA) has specific knowledge, training and experience in a defined specialized trade. The SA's work focuses on performing a visual inspection designed to familiarize and educate client regarding property maintenance and operations and to locate major deficiencies and unsafe conditions. **THE PIC DOES NOT WARRANT OR GUARANTEE WORK PERFORMED BY SA'S. EACH INDEPENDENT PARTY IS FULLY RESPONSIBLE FOR THE SERVICES THEY PROVIDE, AND WILL BE SOLELY ACCOUNTABLE FOR ANY LIABILITY RESULTING FROM THEIR PERFORMANCE, AND CLIENT FURTHER AGREES TO WAIVE ALL CLAIMS AGAINST THE OTHER INDEPENDENT PARTIES.**

 Client Initials

(3) SCOPE OF INSPECTION: ALL INSPECTION SERVICES ARE BASED SOLELY UPON AND ARE STRICTLY LIMITED TO VISIBLE AND ACCESSIBLE CONDITIONS AT THE SUBJECT PROPERTY AT THE TIME OF THE INSPECTION ONLY. The visual inspection is intended to screen major problems or significant safety risks. Certain items are randomly checked for proper functionality included but not limited to: windows, doors, hardware and locking devices, mortar, insulation depth, electrical receptacles, switches, lights, permanent cabinetry, paint and caulking integrity. The inspection is not conducted to determine or list every minor problem or condition that may exist in the structure. Cosmetic deficiencies are to be considered obvious and are not generally itemized. Inspection of gas lines is strictly limited to visual and olfactory inspection at the point where the line meets with the appliance. **All references to ages of equipment or structural components of the subject property, or otherwise, are estimates based upon visible evidence at the time of the inspection only.** For complete details of areas INCLUDED in the inspection services, please see the INSPECTION REPORT for all covered areas. Any areas not covered in the report shall be considered outside the scope of the inspection services. **The following AREAS ARE OUTSIDE THE SCOPE OF INSPECTION:** (A) **Unless otherwise stated or unless separate inspections are requested as described in Additional Options (when available), the following areas are NOT covered by or included in the inspection. The appropriate governmental agency, professional, or other specialist, should be consulted for any additional information and all advice.** (B) **No dismantling of equipment, systems or exposed surfaces, and no destructive, exhaustive testing or assessments will be performed. Appliances, furniture, heavy or personal items are not moved. Lifting of carpets, removal of ceiling panels, insulation vapor barriers, etc. will not be done.** Air conditioning and heating equipment is not checked during inappropriate weather or temperatures. Drained or shut off water faucets are not checked. Installations are not checked against manufacturer's recommendations. (C) **The PIC or Independent Specialized Analyst will not enter any area or perform any procedure which may damage the property or its components or represent a danger to the PIC or SA, or other persons.** (D) **Public Records.** Legality of property and its present use; conditions of title, boundaries, and easements or other restrictions; compliance with local codes, ordinances, restrictions or regulations; and locations in hazard zones including but not limited to flood plains, landslides, land fills, waste dumps, and earthquakes. (E) **Any inspection service provided by the PIC or SA will not express any opinion about the extensiveness of any reported deficiency(s).** Before acquiring property client is advised to contact a licensed technician or qualified contractor regarding the extensiveness of any reported deficiency. (F) **Building code or zoning ordinance violations.** (G) **Geological stability or condition of the site.** (H) **Licensed structural or engineering analysis,** including, but not limited to the calculations of the strength, adequacy, or efficiency of any system or component. (I) **Structural water infiltration.** Any non-visible or non-accessible structural water infiltration at the time of the inspection. Leakage or seepage occurring intermittently or under unusual weather conditions. Guarantee that detected evidence of past or present water infiltration will not re-occur in the same or different location at some future date. (J) **Termites, other pests, dry rot or other wood destroying organisms.** (K) **Determine the presence or absence of any environmental hazards affecting humans, animals, air, water and soil quality.** (L) **Building marketability or appraisal value.** (M) **Guarantee or warrant the methods, materials, and cost of corrections or improvement.** (N) **Condition of out-buildings** including, but not limited to, carriage houses, pool houses, cottages and other structures; however, these structures will be inspected upon request for an additional fee. (O) **Specific systems or components** noted as being excluded or non applicable on the inspection report. (P) **Additional areas not included;** includes but are not limited to, the following: areas having limited access due to, hazardous conditions, water, carpets, furnishings, storage or other objects. Mechanical systems that allow discomfort during unusual or extreme weather conditions including, specific areas in structure that are difficult to heat or cool during most climate conditions. Intermittent occurrences and inner workings of mechanical devices (heat exchangers, compressors, electric motors, etc.). Accuracy of utility meters, thermostats, timers or gauges, on any appliances or equipment. Intercoms. Service panels blocked or permanently sealed. Remote operators for automatic garage doors., fireplace or woodstove draw test. Conditions of any interior flues. Solar systems. Roofs inaccessible because of height, heat, snow, steepness or material; however, weather permitting all such roofs will be visually inspected from ground level. Window air conditioner units. Obvious wear and tear. TV, cable and telephone systems. Water conditioners. Landscaping, including but not limited to all plants and vegetation. All electrical exterior devices - example: Low Voltage System, Electric Eye, Electric Gates, Windows, Doors, Photo Cell, etc.) Gas operated devices (gas grill, log lighters, fire pits, lights, etc.) Self cleaning oven features. Toxic or allergenic substances. Storm windows and doors functionality. Recommendations about advisability of purchase. Private or public water sources or sewage service confirmation. Septic systems. Cosmetic condition of paint and paper, floor covering, nail pops, ceiling/wall or basement floor cracks less than approximately 1/8" wide. Slight separation or cracks of decorative trim. Free standing kitchen appliances and freezers. Laundry appliances, including waste, supply and vent lines. Playground, equipment, or other recreational or leisure equipment. Flammable materials. Portable appliances. Vehicular traffic density, noise, odors, etc. Lighting or activating any shut down heating, cooling, hot water or other mechanical systems. Ceiling and whole house fans are tested only for operability in the cycle in which they are set at the time inspection services relating to those fans are performed. Lightning rod systems and adequacy of all grounding cables. Electronic air filters and humidifiers. Fire and security protection systems. Pools or spas. Central VAC systems. Irrigation systems. **Client hereby acknowledges receipt of the Warranty Contract (if applicable) and certifies that the client has read the WARRANTY CONTRACT and/or the SCOPE OF INSPECTION and AREAS OUTSIDE THE SCOPE OF INSPECTION and understands the information contained therein. Client agrees to assume all risk for loss, damages or injuries due to conditions which are inaccessible, outside the scope of inspection, concealed from view or not inspected at the time of the inspection, or not covered by the Warranty Contract (if applicable).**

Client Signature

(4) LIMITATIONS ON LIABILITY:

CLIENT AGREES THAT ANY LIABILITY FOR ERRORS OR OMISSIONS IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO A REFUND OF THE FEE PAID FOR THE RENDERED SERVICE(S). THE LIABILITY OF THE PIC AND SPECIALIZED ANALYSTS, THEIR AGENTS AND EMPLOYEES, IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANY KIND BECAUSE OF ERRORS OR OMISSIONS. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND HIS OR HER SPOUSE, HEIRS, PERSONAL REPRESENTATIVES, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION(S) AND AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY KIND AND ALL CLAIMS WHICH MAY EVER ARISE FROM SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT.

COMPREHENSIVE INSPECTION SERVICE (OPTION)

CLIENT UNDERSTANDS AND ACCEPTS THAT IF CLIENT DESIRES INSPECTION SERVICES WITHOUT A LIMIT ON LIABILITY TO THE AMOUNT OF THE FEE PAID, CLIENT CAN SELECT **OPTION THREE COMPREHENSIVE INSPECTION SERVICE AS MORE FULLY DESCRIBED IN THE GROUP SERVICE ORDER.**

INITIAL YOUR CHOICE HERE: CLIENT DOES AGREE CLIENT DOES NOT AGREE
Client Initials Client Initials

TO PAY THE COMPREHENSIVE INSPECTION SERVICES FEE TO RECEIVE A REPORT WITHOUT THE ABOVE LIMITATIONS ON LIABILITY TO THE FEE PAID.

(5) SELLER'S DISCLOSURE STATEMENT: The PIC, AND SA have no obligation to obtain any information about the subject property from the Sellers or their agents, or property inhabitants; IT BEING EXPRESSLY UNDERSTOOD THAT ALL INSPECTIONS ARE LIMITED TO ACCESSIBLE AND VISIBLE CONDITIONS EXISTING AT THE TIME OF THE INSPECTION ONLY. This inspection is not a substitute for whatever, if any, Seller's Disclosure Statement that may be required by law. Client is advised to review any such Disclosure Statement prior to closing. Client assumes the risk of any loss incurred due to his failure to obtain any such information or statement.

(6) WARRANTY LIMITATIONS: There are no express or implied guarantees or warranties relative to the future functionality or performance of any structural or mechanical components, except for the limited warranty coverage offered in Options Two and Three of this Agreement. Client understands some jurisdictions may impose an implied warranty, however, if client desires warranty benefits client may select either Option Two or Three or secure warranty protection from another source.

(7) PAYMENT: All fees are due immediately upon completion of service and prior to delivery of any report(s) or consultation service(s). A fee of \$20.00 will be charged for each "returned check". Past due accounts will incur a late charge of 1 1/2% per month. If client fails to cancel scheduled services more than 24 hrs. before service is scheduled to begin, and fails to receive a valid cancellation number, client agrees to pay a cancellation fee equal to 50% of the cost for scheduled services. Cancellation fees may be credited against the cost of future services. The PIC will be compensated or reimbursed by SA's or other 3rd parties for services performed.

DISPUTE RESOLUTION

(8) CLAIMS / NOTICE TO THE PIC: ALL CLAIMS MUST BE MADE WITHIN ONE YEAR FROM THE DATE INSPECTION SERVICE WAS RENDERED. If client has any reason to believe that the inspection services were performed improperly, client will, prior to filing any legal actions or any other claims, immediately notify the PIC with a telephone call; obtain a valid complaint registration number; complete the Complaint Registration Form stating the details of the Complaint; and allow up to 30 days for a response. Client understands and accepts that client assumes all risks of loss and waives all claim against the PIC and all SA's in the absence of diligently performing client's pre-settlement walk through inspection, and for lack of more extensive investigation and follow-through with a qualified contractor on any deficiencies noted. Client accepts that repairs or replacements accomplished without prior consultation and re-inspection by the PIC or SA who performed the inspection service shall relieve all parties of any and all liability.

(9) STANDARDS OF PRACTICE: All inspections will be judged against the performance of a reasonably fair and diligent inspection and, for applicable services, by the "Standards of Practice" as published by the American Society of Home Inspectors, Inc., effective July 1, 1989 (call PIC for a copy).

(10) ARBITRATION: Any dispute concerning the interpretation of this Agreement or arising from services provided, except for fee payment, shall be resolved by binding arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall select an arbitrator who is familiar with the building inspection industry. Property or equipment in dispute must be made accessible for re-inspection and arbitration. All parties agree to be bound by the arbitrator's final ruling.

(11) ATTORNEY'S FEES: The prevailing party in any dispute arising out of this Agreement, the inspection services, or report(s) shall be awarded all attorney's fees, arbitration and other related costs incidental to bringing or defending such action. If the dispute consists of multiple issues, the total above referenced cost will be divided by the total number of issues, establishing a pro rata per issue cost. Then, the prevailing party will be awarded legal expenses (as described above) for each issue upon which that party prevails on a pro-rata basis.

(12) NON-DISCLOSURE / INDEMNIFICATION AGAINST THIRD PARTY CLAIMS: ALL INSPECTION SERVICES AND REPORTS ARE PREPARED FOR THE SOLE BENEFIT OF CLIENT AND NO OTHER PARTY IS ENTITLED TO RELY UPON THEM IN THE ABSENCE OF PRIOR WRITTEN APPROVAL FROM THE PIC. Client acknowledges to PIC and the independent SA's and their principals, agents, successors and assigns that Client has requested inspection services for the use of Client or Client's agent(s) only, and that except for any disclosure absolutely required by law or contract during the course of Client's sale or purchase transaction concerning the subject property, Client will not disclose any other findings or part of the inspection(s) or report(s) to any other person (unless prior written approval is provided by the PIC.) CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS the PIC AND SA'S AND THEIR PRINCIPALS, AGENTS AND SUCCESSORS BY PAYING ALL PAYMENTS OF ANY KIND INCLUDING WITHOUT LIMITATION JUDGMENTS, COSTS AND ATTORNEY'S FEES THAT ANY MEMBER OF THE PIC (including but not limited to SA's) is required to incur because of any lawsuit, arbitration, or other claims or proceedings brought by any third party who claims he/she was injured by relying on any representation or omission in the inspection(s) or report(s) prepared by independent PIC's or SA's which was disclosed to any unauthorized third party without prior written authorization from the PIC.

(13) SEVERABILITY: If any portion of this contract is deemed to be unenforceable, then the remainder of the contract shall remain in full force and effect.

(14) INSPECTION CANCELLATION: Client may cancel any and all inspection services or other obligations referenced in this Agreement, without penalty, ONLY by obtaining a valid cancellation number for scheduled inspection services at least 24 hours before service is scheduled to begin. If client fails to cancel any or all service in this manner, payment shall be due to the PIC in accordance with paragraph number 7.

(15) RECISSION / MODIFICATION: Within seven (7) days from the date of this Agreement, or the date of the first of any inspection services provided hereunder whichever is first, Client may propose and request that the PIC agree to modifications of this Agreement or Client may rescind this Agreement in its entirety. If this Agreement is rescinded, then the PIC agrees to refund all fees paid hereunder, except for \$75.00 to cover administrative costs. If Client elects to propose any modifications to this Agreement within that time period, then the PIC has the option to accept or reject any such proposed modifications. If proposed modifications are accepted by the PIC, then any fees due hereunder from Client to the PIC shall be adjusted in accordance with those modifications and the PIC's fee schedules. IF the PIC elects not to agree to the proposed modifications, then the PIC agrees to refund all fees to Client, except for the sum of \$75.00 for administrative costs. In the event of recission, or of rejection by the PIC of Client's proposed modifications to this Agreement, and in consideration for any such recission or modifications and the aforementioned refund, Client agrees to waive and release any and all claims against the PIC, SA's or others who have performed any services pursuant to this Agreement, and to indemnify and hold them harmless from any and all claims by Client or any third parties, including without limitation, all claims arising out of this Agreement or, any services provided hereunder and any attorney's fees, costs or other expenses, judgments or awards relating thereto.

(16) MONEY-BACK GUARANTEE: If Client is dissatisfied with any of the PIC's services for any reason, Client may request the PIC, for a period of up to 30 days from date service(s) was rendered, to refund any and all fees paid the PIC. Prior to refund, Client agrees to complete the REFUND REQUEST form. Upon receipt of refund, Client agrees to waive and release any and all claims against the PIC, SA's or others who have performed any services pursuant to this Agreement, and to indemnify and hold them harmless from any and all claims by Client or any third parties, including without limitation, all claims arising out of this Agreement or, any services provided hereunder and any attorney's fees, costs or other expenses, judgements or awards relating thereto.

(17) EFFECT OF FAX OR PHOTOCOPY: A fax or photo copy of this Agreement shall be as binding between the parties as the original Agreement.

(18) CHOICE OF LAW: This Agreement and any dispute arising hereunder or from any inspection or other services provided in connection herewith shall be governed by the laws of the State of Maryland.

(19) REALTOR LIABILITY WAIVER Client acknowledges that REALTOR(S) is not a property inspection expert; that REALTOR(S) is not in the property inspection business; that any recommendation of the PIC by REALTOR(S) for inspection or other related services is based solely upon the PIC's industry reputation; and that Client agrees not to hold REALTOR(S) liable for the performance or non-performance of any member of the PIC or any independent contractors operating in association with the PIC for any property inspection or related services performed in accordance with this Agreement.

(20) ENTIRE AGREEMENT: THIS CONTRACT AND THE DOCUMENTS REFERENCED HEREIN REPRESENT THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ALL PARTIES CONFIRM THAT THERE ARE NO OTHER AGREEMENTS, VERBAL OR OTHERWISE. CLIENT ACKNOWLEDGES THAT THIS IS A LEGALLY BINDING CONTRACT AND CERTIFIES THAT HE OR SHE HAS CAREFULLY READ THE ENTIRE AGREEMENT AND FULLY UNDERSTANDS ALL TERMS AND CONDITIONS THEREIN AND HAS FREELY EXECUTED THIS AGREEMENT WITHOUT ANY PRESSURE FROM ANY OTHER PERSON TO DO SO, AND WITHOUT ANY UNDUE TIME CONSTRAINTS. CLIENT AGREES TO BE BOUND AND SHALL BE BOUND BY ALL TERMS AND PROVISIONS OF THIS AGREEMENT.

I HEREBY CERTIFY AND ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND PROVISIONS OF THIS AGREEMENT, including but not limited to the above Seller's Disclosure Statement. Warranty Limitation, Payment, Claims / Notice to the PIC. Standards of Practice, Arbitration, Attorney's Fees, Non-Disclosure/Indemnification Against Third Parties Claims, Severability, Inspection Cancellation, Recission/Modification, Money Back Guarantee, Effect of Fax or Photocopy, Choice of Law, REALTOR Liability Waiver and Entire Agreement paragraphs. I FURTHER CERTIFY that I am authorized to execute this Agreement on behalf of any and all other Buyers/Sellers that have any interest in the subject property.

AUTHORIZED REPORT RECIPIENT(S):

Client Signature

Client hereby authorizes the PIC to provide the following party(ies) with a copy of the Property Analysis Report.

(client's realtor)

(Client's e-mail address)

(e-mail address)

(Client's e-mail address)

(e-mail address)

NOTE: Client is entitled to one extra Report, all additional copies are available for a cost of \$15.00 per copy.