

Mid Atlantic Home Inspections, Inc.

George Fair lic# 29424 PO Box 38 Baldwin, MD 21013 410-494-4700

Service order and inspection agreement

Property Address _____

Client _____ Date _____

Inspection fee _____ Radon Test _____ Total due _____

Re-inspection of any repairs made as a result of findings is available for an additional fee of _____

Client hereby requests and authorizes a visual inspection of the structure at the above address for client's sole use and benefit. **This inspection will be performed in compliance with the standards of practice as set forth by the Maryland state Department of Labor, licensing and regulation which are available on their website.** A link can also be found at www.georgefair.com on the service agreement tab. Report will be delivered via email.

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 can completely assess all risks, detect all deficiencies, accurately predict failures, or guarantee the future functionality of any structural or mechanical component. **This visual inspection is intended to screen major problems or significant safety risks.** Certain items are randomly checked for proper functionality including but not limited to: windows, doors, hardware and locking devices, electrical receptacles, switches, lights, permanent cabinetry. **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 itemized. References to ages of equipment, structural components and construction of the property are estimates based upon visible evidence at the time of the inspection.

The following is a partial list of areas and items outside the scope of an inspection: swimming pools, hot tubs, fencing, laundry equipment, refrigerators, window air conditioners, private well and septic systems, security systems any item that is not visible or accessible, structural water infiltration, wood destroying insects, **indoor air quality or sickness of any building including but not limited to the presence or absence of all manner of biological activity such as carcinogens, mold, lead paint, asbestos, insects, birds, pets, mammals, and other flora and fauna and their consequent damage, toxicity, odors, waste products, and noxiousness.** Appliances, furniture, personal items will not be moved. Lifting of carpets, removal of ceiling panels, insulation vapor barriers, etc. will not be done.

This inspection is not intended to check for code compliance, zoning ordinance violations or suitability of use nor to be technically exhaustive and the inspector may recommend further evaluation by a qualified licensed contractor or engineer.

Payment: all fees are due immediately upon completion of service and prior to delivery of any reports. A fee of \$35 will be charged for each returned check. Past-due accounts will incur a late charge of 2 ½% per month. Payments made by credit card will be charged a processing fee equal to the amount charged to the company.

Signature _____

Claims or complaints. In the event of a claim or complaint, client will allow Mid-Atlantic home inspections and its designated agents to inspect the claim prior to making any repairs, except in the case of an emergency. If client denies Mid-Atlantic the opportunity to inspect the claim and all related evidence, client waives its claim and will hold Mid-Atlantic harmless and release Mid-Atlantic from any claim whatsoever.

Unconditional release and limitations of liability: it is understood and agreed that Mid-Atlantic home inspections, Inc. is not an insurer and that this inspection, any re-inspection and the accompanying report are not intended as a guarantee or warranty of the adequacy, performance, or condition of any structure, item or system at the property address. The client hereby releases and exempts Mid-Atlantic home inspections, Inc. and its inspectors from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage or personal injury of any nature. This also applies to any re-inspection performed to check for repairs which seller agrees to perform or have performed. In the event that Mid-Atlantic and/or its inspectors, owners or agents are found liable due to breach of contract, breach of warranty, negligence, negligent misrepresentation, or any other theory of liability, **the liability of Mid-Atlantic home inspections, inc. and its inspectors, owners or agents shall be limited to a sum equal to the amount of the fee paid by the client for the inspection and report.** Client agrees to have no cause of action against company and inspector beyond one year after the date of this agreement. In the event client fails to prove adverse claims against company or inspector in a court of law, then client will pay all legal costs, expenses and fees in defending claim. Client agrees to the jurisdiction and venue of Baltimore County, Maryland courts and shall file any complaint involving this inspection or Mid-Atlantic home inspections in the courts of Baltimore County, Maryland.

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

Signature _____ Date _____

Radon Gas: The US EPA states that radon gas is the second leading cause of lung cancer in the country and the Surgeon General recommends that every home be tested. This service can be provided at the time of inspection for an additional fee of \$_____ Accept _____ Decline _____

Authorized report recipients: client hereby authorizes Mid-Atlantic to provide report to the following parties:

Client's realtor

client's email address