



Inspection Agreement

Address

Customer Name

Marquette Inspection, Inc. (COMPANY) agrees to conduct a visual inspection of the readily accessible areas of the above named property as they exist on the day of the inspection, in accordance with the terms and condition in this agreement, which is part of the inspection report and incorporated herein. A written report will be submitted for the sole confidential use of the CLIENT to identify and disclose Significant deficiencies of the Major Systems. Minor deficiencies may be mentioned, however the report does not attempt to list all of them. Limited life spans exist in all systems of the property. Some will be identified. This inspection cannot eliminate risk in purchasing the property.

The use of this summary constitutes acceptance of all terms and conditions of the inspection agreement, with or without a signature on this agreement. The following items along with the checklist report are a summary of the deficiencies and conditions observed. We recommend you refer to your agreement to determine which may apply to your transaction. We further recommend repairs to be performed by licensed professionals in the appropriate fields. This inspection is being conducted in accordance with nationally recognized standards of practice and is for the purpose of identifying major deficiencies which might affect your decision to purchase. Although minor problems may be mentioned, this report does not attempt to list them all.

1. The written Report will include the following: general structure conditions, general interior conditions, ceilings, walls, floors, windows, insulation, ventilation, electrical, plumbing (except limited stated exclusions), hot water heater, heating, air conditioning, kitchen, appliances, general exterior conditions including roof and gutters.
2. Latent and concealed deficiencies are EXCLUDED. Maintenance and other assorted MINOR items May be noted but are NOT a part of the inspection. The Report is NOT a compliance inspection or certification for past or present governmental or non-governmental codes or regulations of ANY kind. "COMMON" condominium areas, materials and Systems are NOT included.
3. The inspection and Report does NOT address the possible presence of or danger from any potentially harmful substances or environmental hazards, including but not limited to; buried or above ground fuel storage tanks and the related distribution lines, radon gas, lead paint, asbestos, urea formaldehyde, toxic or flammable chemicals, water or airborne hazards. Also EXCLUDED are inspection of, and a report on; security or vacuum systems, wells, water softeners, septic systems, fire and safety equipment, the presence or absence of rodents, termites, other insects, planting vegetation, fences, utility buildings and antennas. Grade drainage observations MAY be identified for general information only. The inspector is not required to move furniture nor dismantle equipment during the inspection or do any digging.
4. The parties agree that the COMPANY, its employees and agents, assume NO liability or responsibility for the cost of repairing or replacing unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage, or bodily injury of any nature. THE INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM, OR SYSTEM. COMPANY IS NOT AN INSURER OF ANY INSPECTED CONDITIONS.
5. The COMPANY and its mold sampling agents are certified to collect air samples and surface samples for mold testing with the currently known industry guidelines for interpretation of microbial sampling analysis and remediation, if contracted to do so at additional cost to the buyer. Neither the COMPANY nor its Agents are environmental hygienists or mold remediation contractors and are not certified or insured to design remediation and corrections for elevated indoor mold spore counts. The COMPANY will send the samples to Pro-Lab®, a nationally certified laboratory to perform the analysis. The COMPANY has not inspected and will not conduct mold spore sampling, unless contracted specifically to do so. It is not within the scope of this inspection.
6. It is understood and agreed that, should COMPANY, and/or its agents or employees, be found liable for any loss or damages resulting from a failure to perform any of its obligations, including but not limited to, negligence, breach of contract, or otherwise, then the liability of COMPANY and/or its agents or employees, shall be limited to a sum equal to the amount of the fee paid by the CLIENT for the inspection and the Report.
7. **Notifications of Claims:** In the event that a claim ensues from this inspection, COMPANY and its agents require the following:
 - A. Notification of any adverse conditions to which COMPANY and its agents may be held responsible must be made within 14 days of discovery of said condition.
 - B. COMPANY and its agents shall have the right to inspect said conditions within a reasonable period of time prior to any corrections taking place, except in the case of an emergency.
 - C. COMPANY and its agents will be allowed to remedy, repair, or replace said conditions if negligence is proven.
 - D. Failure to conform to these requests will make any and all contract concerning this property null and void.
8. **Dispute Resolution:** Any controversy of claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties shall select an arbitrator who is familiar with the home inspection industry.
9. Real estate brokers, owners, and buyers other than the clients who contracted for and paid for these inspection services are hereby notified that any use of this report by them for any purpose related to the sale or purchase of this property is not permitted, unless the express approval of COMPANY is given, as well as the express approval of the original owners of this report.

Acceptance and understanding of this INSPECTION AGREEMENT is hereby acknowledged.

	Date		Date
COMPANY REPRESENTATIVE	DATE	CLIENT	DATE