

# HALLMARK INSPECTION SERVICES, INC.

## PRE-INSPECTION AGREEMENT

1. The Property Inspection is a visible inspection of the readily accessible areas of the property at the time of the inspection, to determine if the specific items inspected were in need of immediate repair or were adequately performing the functions for which they were intended. The inspector does not determine the operational capacity, quality or suitability for a particular use on items inspected. The scope of the inspection is strictly limited to those items requested in writing by the Client in the Service Contract.

3. The report will indicate only whether the item inspected is generally functioning normally and is adequately performing the function for which it was intended, or is in need of repairs.

4. No warranties or guarantees, or representations regarding the future life of items inspected, either expressed or implied, are intended or represented as a part of this report. The inspector does not take responsibility for reporting non-compliance with any building, electrical, mechanical or plumbing codes established by ordinance or law.

5. The inspection is not a total and complete inspection of the absolute quality or condition of the items inspected, but an inspection of the general condition and performance of the items which existed at the time of the inspection. The inspector will not dig, probe, dismantle equipment, or remove permanent materials on items which would be damaged by such, or enter unsafe or inaccessible areas to perform the inspection.

6. The inspection is not intended to identify defects within walls, beneath the foundation and slabs, or otherwise hidden or latent defects not readily visible and not readily accessible at the time and date of the inspection, including but not limited to, recent repairs, paint or covering that may conceal current or prior defects, whether intentionally concealed or otherwise.

7. The inspection will not report any cosmetic defects of the property, such as soiled, damaged or worn carpet or vinyl floor covering, non-structural cracks and scratches, painting, scratched or dented items, and other defects of any nature due to poor housekeeping or maintenance, that have no bearing on the structural integrity or function of the items inspected.

8. The inspection is valid only for the day and time of the inspection. The inspection report does not constitute a guarantee of the functional status of the items listed or the longevity of any of the items inspected.

9. The inspector may not provide any repair services to the inspected property for a period of one year

from the date of the inspection. In the event estimates of repair costs are provided by the inspector, it is understood that they are the inspector's personal opinion only, and may or may not be reflective of the actual cost of repairs.

10. The inspection report is made in conformity with, and is subject to, the Code of Ethics of the National Association of Property Inspectors.

11. The person making the inspection, or the principals or owners of the inspection company have no present or contemplated future interest in the property described and covered by this inspection report.

12. The person making the inspection has no bias with respect to the subject matter of the inspection, occupants, owners or prospective purchasers of the property.

13. The report is not based in whole or in part on the race, color, creed, national or ethnic origin, sex or family status of the occupants, owners, purchasers or the occupants of the neighborhood wherein the property is situated.

14. The inspector has not knowingly withheld any significant information regarding the inspection, and all statements and information in this report are true and correct to the best of the inspector's knowledge and belief.

15. The inspection does not include an inspection for:

- a. Termites or other pests
- b. Environmental hazards, mold, asbestos, lead paint, electrical fields or Radon, at or near the property inspected, or within the neighborhood area.
- c. Quality of the water
- d. Quality or longevity of construction materials
- e. Design deficiencies
- f. Compliance with building codes
- g. Solar heating, water softeners, alarm systems
- h. Operation or design of any septic system, water softeners, water filters
- j. Water Wells and pumps
- k. Alarm systems, intercoms, air humidifiers

16. Gas lines are inspected for leaks and other defects only at the connection to appliances. Unexposed gas lines are not inspected.

17. Only a visual inspection of the roof is made. No test samples are cut out of the roofing.

18. Oven inspections do not include the operation of the cleaning cycle.

19. Fireplaces are inspected visually only, the draft is not tested.

20. The inspector will not change light bulbs, move obstructions such as furniture or floor coverings, or remove more than the minimum fixtures or panels required to inspect any part of the facility or appliance.

Utilities and pilot lights must be turned on and operational at the time of the inspection, and the inspector

shall not be required to turn on any utilities. Swimming pools and hot tub heaters must be turned on at least twenty-four hours prior to the inspection. Pools and hot tubs must be full of water, clean and operational.

21. The report will not include typical settlement cracks in concrete, of the garage, porch, patio or sidewalks and driveways, unless in the sole opinion of the inspector, they are part of damage to the structure of the main building or main foundations.

22. Fences, sidewalks, out-buildings, landscaping, patios, terraces, driveways, walls, machinery and equipment and other items not attached to and made a part of the residence, are not inspected and are not a part of this report.

23. Plumbing inspections includes only visible plumbing and water heaters.

24. Electrical system inspections includes only visible wiring, switches and those outlets to which the inspector can gain access. Not included are cosmetic items such as broken or missing glass in electrical fixtures.

25. An inspection of the air conditioning system (except heat pumps) will not be conducted when the outside air temperature is below 60 degrees F. Operation during periods of low outside temperature can cause damage to the compressor.

26. Items not included in the written report shall not be considered good or bad from any lack of notation. No verbal statements made by the inspector shall expand the scope of the inspection nor will such statements be relied upon when solicited from the inspector by persons at the time of the inspection or any other time.

27. In the event a controversy arises over this transaction, and the Company and/or individual inspector is held liable for damages by a court of competent jurisdiction, the parties agree that all damage awards shall not exceed the fee charged by the Company for this service.

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Buyer's signature

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Address of subject property