

Nevada Home Inspection Group, Inc.

An independent inspection company affiliated to BLUEsky Home Services for Scheduling and IT services.

SCOPE OF INSPECTION AGREEMENT (Online Submittal Version)

The inspection and report for the address entered in online submittal form was conducted for the buyer(s), the report is not intended to be used by any third party and the INSPECTOR shall not be accountable to any such third parties in any manner. The report is not intended to be distributed to any subsequent buyer(s) of the property for reliance by the subsequent buyer(s), and the INSPECTOR is not accountable to such subsequent buyer(s) in any manner. If the transaction for which the inspection was conducted for, fails to go through for any cause or circumstance, the report remains the property of the client(s) the inspection was originally performed for, and can not be transferred to any other potential buyer(s) of the property without the combined specific written permission of the client(s) and the inspector.

FEE PAYMENT:

If the transaction for which the inspection was performed for, does not go through, or the escrow account with a title company for the transaction closes without paying the inspection invoice, the client(s) listed within the report remain liable for the cost of the inspection services provided, and full payment of all charges is due as invoiced no later than 90 days from the day of the inspection. A late payment fee of \$30.00 will be added to all inspections not paid within the 90 day period and will be sent to collections with no exceptions.

PURPOSE OF THE INSPECTION:

The purpose of the report is to provide the client(s) an overview of the subject structure as listed within the online submittal form address box/line. The INSPECTOR can only spend a limited amount of time on each item and the inspection and report are thus limited in scope to only those items described therein that were visible or accessible, and only to the extent described in the Standards of Practice of the American Society of Home Inspectors (ASHI®), a copy of which is provided with the inspection report package. The INSPECTOR inspects the major structural and electrical / mechanical components only for visual evidence of material defects and this report is not a statement of the code or permit complying condition of the property as only a governmental building inspector is authorized to determine the code permit complying condition of the property.

CONTENTS OF THE REPORT:

The report prepared for the inspection contains relevant information throughout all sections and paragraphs, and the information is provided therein because it was considered of importance to the client(s) transaction. The client(s) agree to read the report in its entirety and not to rely on specific areas of the report. The client(s) understand that the summary of action items at the end of the report is provided as a service to easily identify those areas or items that may have needed attention, and it is not to be considered the sole source of information on the property. The client(s) understand that failing to read the entire report does not mean that the information on the property was not provided or disclosed by the inspector. Where comments and/or recommendations are given, the client(s) and/or his/her agent(s) are responsible for acting on the information provided

CLAIMS PROCEDURE:

It is hereby agreed and understood that should the client claim to discover, that one or more aspects of the report is incorrect, the client agrees to notify the inspector before any corrective measures are undertaken, and further to allow a re-inspection by the INSPECTOR of the reported problem at no cost to the client. Should the INSPECTOR determine in the INSPECTOR'S sole discretion that a repair or replacement needs to be performed, the client agrees to allow the INSPECTOR, or his designated person, the opportunity to effect said repair or replacement prior to initiating any repair or replacement on his own behalf and prior to initiating any mediation, arbitration or civil action. If there is a conflict regarding the wording of a report, the report kept by the inspector shall prevail. The client hereby explicitly acknowledges that the individual inspector is solely responsible for the contents of the inspection report and the physical inspection, and that BLUEsky Home Services, Inc. is only a scheduling service company and/or that its affiliates, officers and/or employees shall be held harmless from any liability whatsoever in connection with the inspection or the inspection report.

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ARBITRATION AGREEMENT:

Any dispute between the client and the INSPECTOR arising out of the inspection or the resulting report shall be decided by a neutral arbitration in accordance with Chapter 3, Title 9 of the California Code of Civil Procedures (C.C.P. 1282, et seq.) and not by court action except as provided by California law for judicial review of arbitration proceedings. The parties to any arbitration under this agreement shall have the discovery rights provided in California Code of Civil Procedure 1283.05. The arbitrator shall be a retired Superior Court judge, a licensed California Attorney with at least five years of real estate experience or home inspector with at least five years experience as defined in Bus. and Prof. Code 7195 et seq. If the parties herein cannot agree upon an arbitrator, the Superior Court of the county in which the property is located shall appoint an arbitrator. The prevailing party in any arbitration under this Arbitration Agreement shall be entitled to recovery fees and costs incurred in the proceeding.

By entering the information required in this online submittal form and clicking the submit button below, you are specifically agreeing to the Scope and Purpose of the Inspection, The contents of the Report, the Claims Procedure, and the Arbitration Agreement, and all conditions described above. You are agreeing to have any dispute decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the California Code of Civil Procedure.

IF THIS AGREEMENT IS NOT SIGNED WITHOUT CHANGES BY THE CLIENT(S) AND RETURNED TO THE INSPECTOR OR, AGREED UPON AND SUBMITTED ONLINE THROUGH THE SUBMITTAL FORM NO LATER THAN 10 BUSINESS DAYS AFTER THE CLOSE OF ESCROW, THE INSPECTION REPORT WILL CARRY NO WARRANTY OR GUARANTEE AS TO ITS CONTENTS, and shall be "As Information" only for the client with no contractual legal obligation nor errors and omissions liability for the inspector.