

Important Limitations and Disclaimers

This Inspection Report reports only on the items listed and only on the present condition of those items. This Report reflects only if the items inspected are observed to be "operable" or "inoperable" at the time of inspection that is whether such items at this time are observed to serve the purpose for which they are ordinarily intended. This Report reflects only those items that are reasonably observed at the time of inspection.

NO REPRESENTATION OR COMMENT is made concerning any later defect or defects not reasonably observable at the time of the inspection or of items, which require the removal of major or permanent coverings. The inspection of swimming pools and spas is limited to the above ground accessible equipment and plumbing. For example, but without limitation, recent repairs, painting or covering may conceal prior or present leak damage, which is not reasonably observable by the inspector and no representation, or comment can be made.

NO REPRESENTATION IS MADE CONCERNING ANY OTHER CONDITION OR THE FUTURE PERFORMANCE OF ANY ITEM. NO REPRESENTATION IS MADE AS TO ITEMS NOT SPECIFICALLY COMMENTED UPON. ALL WARRANTIES, EXPRESSED OR IMPLIED, NOT SPECIFICALLY STATED HEREIN ARE EXCLUDED AND DISCLAIMED.

If a comment is made concerning the condition of any item, the Buyer is URGED to contact a qualified SPECIALIST to make further inspections or evaluations of that item. Buyer must notify Alert Home Inspections in writing of any complaints within seven (7) days of inspection and must thereafter allow prompt re-inspection of the item complained of; otherwise, all claims for damages arising out of such complaint are waived by Buyer. If Buyer institutes any legal action concerning this inspection, and fails to prevail on all of the causes of action alleged, Buyer shall be liable to **Alert Home Inspections**, for all attorneys' fees incurred in such action. Actual damages for any breach of contract or warranty, negligence or otherwise are limited to the amount of the inspection fee paid. Buyer, by accepting this Report or relying upon it in any way, expressly agrees to these Limitations and Disclaimers.

For more information concerning your rights, contact the Consumer Protection Division of the Attorney General's Office, District, or County Attorney, or your local attorney of your choice.

If a dispute arises out of or relates to independent inspectors performance and, if said dispute cannot be settled between the parties to this inspection by state standards themselves, the parties hereto agree to settle the dispute by Binding Arbitration according to the Commercial Arbitration Rules of the Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any event having jurisdiction thereof. The parties hereto further agree that a dispute submitted to one or their arbitrator, at parties' option, selected from the panels of arbitrators of the American Arbitration Association. All requests for arbitration shall be submitted to the Dallas Office of the American Arbitration Association and all arbitration administration costs shall be borne equally by all the parties to the dispute. Any event of waiver by this company of any right herein shall not constitute a continuing waiver or subsequent waiver of other rights. This Report constitutes the sole and only agreement of parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter within. I FULLY and COMPLETELY understand that this inspection is not a warranty or guarantee. This inspection is essentially visual, it is not technically exhaustive, and it does not imply that every defect will be discovered. It is only a statement of operation and/or condition as of the date of inspection.

This Agreement is effective as of the later date signed by the Client and Company.

Print Client Name

Alert Home Inspections
Company

Client(s) Signature

Date

Print Inspector Name

Print Client Address

Inspector's Signature

Print Client City, ST, Zip

Date