

INSPECTION AGREEMENT

THIS AGREEMENT CONTAINS ARBITRATION AND LIMITATION OF LIABILITY CLAUSES. PLEASE READ IT CAREFULLY.

If you do not understand any part of this agreement, you should consult your attorney before signing.

This Inspection Agreement (the "Agreement") is made this ____ day of _____, 201__ by and between Allied Inspection Services, Inc. ("Company") and _____ ("Client").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Client agree as follows:

1. INSPECTION AND STANDARD OF PRACTICE

For the sum of \$ _____ paid by Client to Company (the "Inspection Fee"), Company shall perform a limited, non-invasive, visual inspection of the property located at _____ (the "Property") as it exists at the time of the inspection ("Inspection"). Client agrees to pay the Inspection Fee in full prior to delivery of the property inspection report (the "Report"). The inspection will be performed in accordance with the Standards of Practice ("SOP") for Home Inspectors promulgated by the American Society of Home Inspectors ("ASHI"), the Home Inspection Law (68 Pa.C.S. Sec. 7501, et seq. ("Pennsylvania Home Inspection Law"), and this Agreement. In the event of any conflict, the Pennsylvania Home Inspection Law shall govern. A copy of the ASHI SOP can be found at www.ashi.org. Copies of the ASHI SOP and the Pennsylvania Home Inspection Law will be included in the Report.

Client acknowledges that Client has been encouraged to attend and participate in the Inspection and recognizes that failure to do so may result in a less than complete understanding of the findings. In the event that Client chooses not to attend the Inspection, Client hereby releases the Company from any and all liability resulting from Client's absence. Client further acknowledges that such participation is at the Client's own risk for falls, injuries, property damage, etc. Client warrants that permission has been secured for the Company to enter and inspect the Property.

2. LIMITATIONS, EXCEPTIONS, AND EXCLUSIONS

The Inspection includes only those systems and components expressly and specifically identified in the Inspection Report. Any area which is concealed from view or inaccessible because of soil, building components, personal property, weather or any other thing, as well as those areas or items which are excluded by the ASHI SOP, the Pennsylvania Home Inspection Law, 68 Pa.C.S. §7501, et. seq., and/or by agreement of the parties is excluded from this Inspection. The following are examples of systems and conditions which are not included in the Inspection: recreational equipment, such as swimming pools, ponds, fountains, saunas, spas, hot tubs, steam rooms, and playground equipment; public or private water or septic systems, except as to functional flow; security bars or other safety equipment; elevators, lifts, dumbwaiters, automatic gates; thermostatic controls and time clocks; unique or technically complex systems or components, radiant or steam heating systems, any gas leaks; portable or freestanding appliances, and gas appliances such as barbecues, fireplaces, fire pits, heaters and lamps; personal property; survey, boundaries, easements or rights of way; compliance with manufacturer's installation instructions; system or component recalls; inspection for the presence of "Chinese Drywall"; and any items specifically noted as not inspected in the Inspection Report, unless otherwise agreed and an additional fee paid. Although the Company may point out some of these items during the Inspection or offer maintenance suggestions as a courtesy to the Client, they shall not be considered part of the Inspection or the Inspection Report. In accordance with Pennsylvania State Law, repair cost estimates will not be provided.

3. ENVIRONMENTAL AND HEALTH ISSUES

The Client specifically acknowledges that this Home Inspection is not an Environmental Survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include but are not limited to asbestos, radon, lead, urea formaldehyde, mold, mildew, fungus, odors, noise, toxic or flammable chemicals, water or air quality, PCBs or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide, any adverse condition which may affect the desirability of the Property, or any other environmental or health hazards, unless otherwise agreed and an additional fee paid.

4. DISCLAIMER OF WARRANTY

Company makes no warranties or guarantees express or implied, including any implied warranties of fitness or merchantability, as part of the Inspection or the Report including, without limitation, that all defects have been found or that Company will pay for the repair of undisclosed defects; that any of the items inspected are designed or constructed in a good and workmanlike manner; or that any of the items will continue to perform in the future as they are performing at the time of the inspection. Company shall not be liable to the Client for any special, incidental, or consequential damages. Additionally, neither the Inspection nor Inspection Report is a substitute for any real estate transfer disclosures that may be required by law.

5. NOTICE OF CLAIMS

Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company within fourteen (14) days of discovery. Client also agrees to allow the Company fourteen (14) days to re-inspect the claimed discrepancy and not to make or allow others to make any alteration to the claimed discrepancy until the Company has re-inspected the claimed discrepancy, except in case of emergency. Client understands and agrees that any failure to notify the Company as stated above shall constitute a waiver of any and all claims Client may have against Company.

6. GOVERNING LAW & SEVERABILITY

This Agreement shall be governed by Pennsylvania law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

7. LIQUIDATED DAMAGES

The Client agrees that total liability of the Company for any and all damages whatsoever arising out of or in any way related to this Agreement, with the exception of damages caused by Company's gross negligence or willful misconduct, shall not exceed the Inspection Fee paid to the Company hereunder.

8. RECEIPT OF REPORT

The Company's agreement to perform the Inspection is contingent on Client's agreement to the provisions, terms, conditions, and limitations of this Agreement. Client warrants they will read the entire Inspection Report when received and shall promptly call with any questions or concerns Client may have regarding the Inspector or Inspection Report.

9. OTHER SERVICES

It is understood and agreed to by the parties hereto that all the provisions, terms, conditions, and limitations, exceptions and exclusions of this Agreement shall apply to any additional inspection or testing services purchased by the Client.

10. ENTIRE AGREEMENT, MODIFICATION & THIRD PARTIES

This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior negotiations, agreements and understandings with respect thereto.

No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. This Inspection is being performed for the exclusive use and benefit of the Client. The Inspection, including the written Report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

11. DISCLOSURE

Client authorizes Company to deliver a copy of the report to Client's Realtor. Client authorizes Company to discuss this Inspection with parties to whom Client has provided a copy of the report.

12. DISPUTE RESOLUTION - BINDING ARBITRATION

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, statutory consumer fraud or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the Inspection or Inspection Report shall be submitted to final and binding arbitration as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures.

Client agrees to pay all filing fees.

The decision of the arbitrator appointed thereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. This means that Client will not be permitted to bring any claim against Company before a court to be decided by a judge or jury.

13. WARRANTY

Company has an affiliation with Residential Warranty Services (RWS), a third party service provider, in order to offer you additional value-added services including a complimentary RecallChek to help determine if the Property has any potentially dangerous recalled appliances, as well as a complimentary 90 Day Warranty. By entering into this Agreement you (a) authorize Company to provide your contact information (including telephone number) to RWS, (b) waive and release any restrictions that may prevent RWS from contacting you (including by telephone), and (c) authorize RWS to contact you regarding special home alarm system offers. Many of our customers have reported significant savings by ordering their alarm system and monitoring through RWS.

14. ATTORNEYS FEES

In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

15. WAIVER OF STATUTE OF LIMITATIONS

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this Agreement or arising out of, from or related to the Inspection and Report shall be commenced within one (1) year of the date of the Inspection, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

16. NO RULE OF CONSTRUCTION

The parties acknowledge that each of them has had ample opportunity for their own counsel to participate in negotiating and drafting this Agreement. Therefore, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.

17. NON-WAIVER

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

The undersigned have reviewed this Agreement, understand its contents, and agree to the terms and conditions contained herein.

Client: _____ Date: _____

Allied Inspections Services, Inc.

By: _____ Date: _____