

**This Contract limits the liability of Threshold Home Inspection, LLC.
Please read it carefully.**

This is a contract between the Client and Threshold Home Inspection, LLC.

Client _____

Date ____/____/____

I (Client) hereby request a **limited visual inspection** of the structure at the address identified below, for my sole use and benefit, to be conducted by Threshold Home Inspection. I warrant that I have read the following agreement carefully, and understand that I am bound by the terms of the contract.

Please initial here _____

1- Scope of the Inspection

The inspector agrees to perform a visual inspection of readily accessible areas of the identified property, and to identify in a written report any system or component which exhibits visually observable major deficiencies at time of inspection, or that may be in need of immediate repair. The inspection will be performed in compliance with generally accepted standards, and to adhere to a professional code of ethics, copies of which are available upon request. **The scope of the inspection is limited to the items listed within the report, and indicated as included in "Pages Included With This Report" on Page 3 of the Matrix Report.**

2- Outside the Scope of Inspection

Any area which is inaccessible due to soil, walls, floors, carpets, ceilings, furnishings, personal property, debris, or other obstructions. The inspector is not required to move any of these items which may impede visibility.

The inspection does not include destructive testing or dismantling. The client agrees to assume all risk for all conditions not visible, or concealed, at the time of inspection.

The following systems or items are **excluded** from this **limited visual inspection**, whether or not they are concealed:

- Code or zoning violations, building appraisal or cost estimates, or building permit research.
- Surveys or site assessments.
- Recreational or leisure appliances, or playground facilities.
- Private water/wells systems, private sewage/septic systems, or below ground drainage systems.
- Geologic stability or soils condition.
- Docks, pools, spas, hot tubs, Jacuzzis, or saunas.
- Structural stability or engineering analysis.
- Condition of detached buildings (other than garage).
- Water softener/purifier systems or solar heating systems.
- Security or fire safety systems, and any wiring not part of the primary electrical distribution system.
- Furnace heat exchangers, portable air conditioners, free standing appliances, or sprinkler systems.
- Radio controlled devices, automatic gates, elevators, lifts, dumbwaiters, or thermostatic or time clock controls.
- Personal property, floor or wall coverings, or cosmetic items.
- Odors or noise.
- The presence or absence of asbestos, radon, lead, water or air quality, toxic or flammable materials, electro- magnetic radiation, or any environmental hazard.
- Termites, ants, rodents, other pests or wood destroying organisms, dry-rot, mold, or mildew.
- Specific components noted as being excluded on the individual inspection pages.
- The adequacy or efficiency of any system or component
- A prediction of life expectancy of any item or system.

Threshold Home Inspection, LLC in the course and conduct of its visual inspection may be presented with or obtain certain reports, disclosures, test results or other written

documentation containing information relative to the inspection, from the client, real estate agents, seller, laboratories or other third party sources ("third party information"). Threshold Homes Inspection, LLC shall not be liable or responsible for the truth and accuracy of such third party information. To the extent Threshold Home Inspection, LLC relies upon such third party information in its inspection it shall not be liable for any inaccuracies or errors resulting from reliance on such information.

3- Written Inspection Report

A written inspection report will be provided to the Client by Threshold Home Inspection no more than 72 hours after completion of the inspection (normally less than 48 hours). The Client acknowledges that the inspector is a home inspection generalist, and is not acting as a licensed engineer or expert in any craft or trade. The report is only a summation of observations made by the inspector, based on the age of components, and normal wear and tear. If any conditions require repair, or the inspector recommends consulting specialists in any trade, craft or profession, the Client must do so at the Client's choice and expense.

4- Disclaimer of Warranty

The Client acknowledges that the report is in no way a written warranty, guarantee, insurance policy, or substitute for legally required real estate transfer disclosures.

5- Confidentiality of the Report

The Client understands that the inspection report to be prepared is for the sole, confidential, and exclusive use of the Client, and may not be relied upon by any other person. The Client agrees to limit transfer or disclosure of any part of the inspection report to ONLY the following: (a) one copy may be provided to the current seller(s) of the property, but only upon the express condition that the seller(s) covenant to use the report only in connection with the Client's transaction, and agree not to transfer or disclose the report to any person other than their real estate agent, and (b) one copy may be provided to the real estate agent representing the Client and/or bank or other lender for use in the Client's transaction only. The Client agrees to indemnify, defend, and hold harmless Threshold Home Inspection, LLC from any third party claims relating to this inspection or inspection report.

Threshold Home Inspection, LCC will, when the inspector considers a condition an immediate health or safety hazard, disclose that condition to the seller or seller's agent, and notify the Client of that disclosure.

6- Arbitration

Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except for one inspection fee payment, shall be resolved informally between the parties or by arbitration by an arbitrator who is agreed upon by the parties, and who is familiar with the home inspection industry.

7- Attorney's Fees

The prevailing party in any dispute arising out of this agreement, the inspection, or report, shall be awarded all attorney's fees, arbitrator fees, and other costs.

8- Severability

Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare any portion of this contract void, avoidable, and unenforceable, the remaining provisions and portions shall remain in full force and effect.

9- Disputes

The Client understands and agrees that any claim for failure to accurately report the visually discernable conditions at the property inspected shall be made in writing and reported to the Inspector within ten business days of discovery. The Client further agrees that, with the exception of emergency conditions, Client's agents, employees or independent

contractors will make no alterations, modifications, or repairs to the claimed discrepancy prior to a reinspection by the Inspector. Client understands and agrees that any failure to notify the inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

10- Time Limits for Claims

Any claims, or legal actions, including the arbitration described in paragraph five (5), including, but not limited to, those proceedings involving claims arising from this inspection against threshold Home Inspection, LLC must be brought within one (1) year from the date of the inspection. Failure to bring said action within one (1) year from the date of the inspection is a full and complete waiver of any rights, actions, or causes of actions that may have arisen there from.

11- LIMITATION ON LIABILITY

Threshold Home Inspection, LLC's liability for mistakes, or omissions in this inspection report is limited to a refund of the fee paid for this report. The liability of the Inspector's principals, agents, or employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and in this report. This liability limitation is binding on the Client and the Client's spouses, heirs, principals, assigns, and anyone else who may otherwise claim through the Client. The Client agrees to immediately accept a refund of the fees as full settlement of any and all claims that may arise from this inspection.

12- Payment in full, as indicated below, is due upon completion of the on-site inspection.

13- This Agreement represents the entire agreement between the Threshold Home Inspection, LLC and the Client. No change or modification shall be enforceable against either party unless such change or modification is in writing and signed by all parties. This agreement shall be binding and enforceable by the parties and their heirs, executors, administrators, successors, and assigns.

14- If **re-inspection** of conditions following correction is requested, that service will be charged at an hourly rate, including travel time, and will be billed separately. In all other respects, this Agreement will remain in force for re-inspection of any or all parts of the property identified.

Inspection Report to: _____ **Air and Water Tests to:** _____

Fees	Inspection fee	\$ _____	
	Water test	\$ _____	(from adjoining contract, optional)
	Air test	\$ _____	(from adjoining contract, optional)
	Total	\$ _____	

Client _____

Inspection Address _____

Signed: _____
Client

Date: ____/____/____

Signed: _____
Threshold Home Inspection, LLC

Date: ____/____/____

Contract and Invoice

Air Radon and Water Test Services

Threshold Home Inspection, LLC
PO Box 63, Harrisville, NH 03450
Earl Horn, Inspector / Owner

Customer:

Test Location:

Test date

Quantity	Sample Type	Unit	Cost
	Basic Water: Bacteria and pH (2-workday turnaround)	50	
	General Exam: Bacteria, pH, iron, manganese, hardness, nitrate, chloride, turbidity. (3-workday turnaround)	90	
	Lead (3-workday)	35	
	Arsenic (3 to 4 workday)	40	
	General Exam plus lead, copper, nitrite (3 workday)	125	
	FHA/VA: pH, bacteria, lead, nitrite, nitrate	110	
	Radon in water	50	
	NH State Grouping: pH, bacteria, iron, manganese, hardness, nitrate, chloride, turbidity, color, lead, copper, nitrite, arsenic, radon	220	
	Volatile Organics (VOCs) (Normally 2-weeks turnaround)	195	
	2 Air Radon Canisters / same location (with inspection)	85	
	3 Air Radon Canisters / different locations (with inspection)	100	
	Add'l. travel fee if sampling is done w/out inspection	\$65/hr.	
		Total	

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LIMITATION ON LIABILITY

Threshold Home Inspection, LLC hereby agrees to provide water sampling and air radon sampling as services to its Clients at the agreed upon cost. The cost includes all sampling, sample delivery, lab testing, and reporting costs. Sampling is conducted in accordance with the procedures and protocols provided by the testing labs to which samples are delivered for sampling. Threshold Home Inspection, LLC's liability for errors in sampling and delivery of those samples to the testing laboratories is limited to a refund of the fee paid for the sampling. The liability of the Inspector's principals, agents, or employees is also limited to the fee paid. If the initial samples or any subsequent samples are deemed unsuitable for testing by the testing laboratory, due to sampling error, Threshold Home Inspection, LLC will, at no additional cost to the Client, take new samples of those originally contracted for, and deliver them for testing.

Radon Air Test

If the Client elects to have an air radon test, it is understood that the Client will ensure that the conditions specified by the testing laboratory are adhered to, as communicated by the Inspector prior to sampling. It is also understood by the Client that it is the responsibility of the Client to ensure the Inspector will have access to the test site at the agreed upon return time. If not, the test could be corrupted and rendered inconclusive, and there will be no refund. It is also understood that the radon test kit is the property of a third party testing laboratory, and if these kits are lost or destroyed, the Client is responsible for a canister replacement fee.

Delivery of Results and Payment

Results of testing will be delivered to the Client and/or the Client's agent, generally using fax transmission. A copy of the results will be delivered to Threshold Home Inspection, LLC. Payment in full, as indicated above, is due upon completion of the sampling. *Threshold reserves the right to withhold results until payment is received.*

Client Signature _____ Date ____/____/____

I agree to the above order for samples and to the contract presented.
(Receipt of check acknowledges agreement with contract as presented.)

Y / N Copy to Client's Agent: _____ Fax _____