

## PRE-INSPECTION AGREEMENT (PLEASE READ CAREFULLY)

NELSON INSPECTION SERVICES; 922 Union Rd; Circle, MT 59215 agrees to conduct an inspection for the purpose of informing the Customer of major deficiencies in the condition of the property. The inspection and report are performed for the sole, confidential and exclusive use and possession of the Customer. The written report will include the following on the primary residence only:

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| *structural condition and basement                                     | *general interior including:                                    |
| *electrical, plumbing, hot water heater, heating, and air conditioning | ceilings, walls, floors, windows, insulation and ventilation    |
| *quality condition and life expectancy of major systems                | *kitchen and appliances   |
|  | *general exterior including roof, gutters, drainage and grading |

It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from the inspection; equipment, items and systems will not be dismantled. **We do not practice "destructive discovery"**.

Maintenance and other items may be discussed, but they are not part of our inspection. The report is not a compliance inspection for past or present governmental codes or regulations of any kind.

The inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to radon gas, lead paint, asbestos, urea formaldehyde, toxic or flammable chemicals, and water or airborne hazards. Also excluded are inspections of and reports on swimming pools, wells, septic systems, central vacuum systems, water softeners, sprinkler systems, fire and safety equipment and the presence or absence of rodents, termites and other insects. Detached garages and other outbuildings will not be inspected or reported on.

The parties agree that NELSON INSPECTION SERVICES and/or its agents or employees and agents assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. THE INSPECTION AND REPORT ARE NOT INTENDED TO BE USED AS A GUARANTEE OR WARRRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. NELSON INSPECTION SERVICES IS NOT AN INSURER OF ANY INSPECTED CONDITIONS.

It is understood and agreed that should NELSON INSPECTION SERVICES and/or its agents or employees be found liable for any loss or damages resulting from a failure to perform any of it obligations, including but not limited to negligence, breach of contract, or otherwise, then the liability of NELSON INSPECTION SERVICES shall be limited to a sum equal to the amount of the fee paid by the customer for the inspection and report.

Acceptance and understanding of this agreement are hereby acknowledged:

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Customer

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Date