

Finnish Inspections

Inspection Contract

Client: Sean Johnson
Inspection Address: 915 E. Covina Blvd Space 109, Upland CA
Inspector: Eric Finland
Agent: Smith Charlie - Century 21
Date: 10/25/2006 Inspection Fee: \$160.00

TERMS AND CONDITIONS THIS CONTRACT LIMITS LIABILITY

It is agreed by all that this inspection is to be performed according to the following terms and conditions:

1. HICS Inc. will provide the Client a limited-time visual inspection of the following readily accessible and visible pertinent, major elements existing in the structure on the date of inspection: central air conditioning, central heating, interior electric, interior plumbing, foundation, basement, roofing, siding, walls, floors, ceilings, and built-in kitchen appliances. HICS Inc. shall have no obligation to repair or replace any items found to be defective, whether or not discussed in the HICS Inc. written report. Conditions that may exist relating to any legal and/or public records are outside the scope of this inspection. HICS Inc. cannot determine during the inspection that the roof leaks or is watertight; the rating is on material condition only. Further, this inspection does not cover code compliance, soil or groundwater contamination, geological, design, adequacy evaluation, or any low voltage wiring. HICS Inc. reserves a 5% margin or tolerance. This inspection will include the above elements unless otherwise restricted by the client. Client acknowledges that this inspector will neither inspect all items nor will the written report of this inspection provide information on all items for which disclosures are required by the sellers of certain real property, pursuant to Title 4, Chapter 2, Article 1.5 of the California Code of Civil Procedure. At times, conditions may exist and may not have any visible signs to indicate its existence. Such items must be disclosed by the seller of the property. HICS Inc. recommends that Client seek the advice of his legal counsel and/or real estate agent to identify items subject to disclosure in additions to those set forth in HICS Inc. written inspection report. HICS Inc. inspections are performed with consideration given to the age of the structure, items marked good must in all cases be considered good for the age of the item. Also, items in less than good condition must be marked as such, even though the condition may be normal for the age. Opinions vary from person to person and the report is the opinion of the inspector and must be considered as such. This report is not a mold or hazardous materials inspection.

2. Payment of the fee entitles client to one original of the written inspection report including photographs. Payment, in check, cash, or credit card, is due prior to the start of the visual inspection. The liability of HICS Inc. is limited to the terms and conditions as set forth in this contract between HICS Inc. and the Client. Client expressly releases HICS Inc. from any and all claims arising out of the contract.

3. Client represents and assures HICS Inc. that Client has secured all approvals necessary for entry onto the premises to be inspected. Client further agrees to defend, indemnify and hold harmless HICS Inc. from demands or claims alleging a trespass upon the premises to be inspected. It is the responsibility of the Client or Agent to ensure the utilities are on at the time of inspection. HICS Inc. recommends checking for permits on all additional construction performed on the property after the original construction.

4. This Order Form, with its terms, conditions and disclosures, constitutes the entire agreement between HICS Inc. and Client. Both parties agree that there is no representation, statement or agreement not set forth herein or incorporated by reference. No waiver, alteration or modification of this contract shall be valid unless it is in writing and signed by an authorized representative of both parties. This contract shall be construed and governed by the laws of the State of California. For all areas marked outside of good condition, HICS Inc. recommends proper attention by the appropriate licensed contractor.

5. HICS Inc. has no liability for occupied/unoccupied homes and structures, and the inspection

is only good until the inspector leaves the property. Disgruntled sellers/squatters often change the condition of the property and no guaranties will be made by HICS Inc.

6. I have read the Terms and Conditions of this inspection and accept them, and also accept the Waiver Conditions.

7. I have full authority to execute this contract. I fully understand the fact that only the original buyer on this contract shall be entitled to the information contained in the inspection report/contract.

8. Client shall be liable for HICS Inc. attorney's fees in the event of litigation. Any negative comments/actions reflected on/towards HICS Inc. shall be grounds for a slander-suit for defamation of character in Superior Court. The defamation of character suit shall be filed against the instigator of said comments/actions.

9. I have read and understand the terms and conditions of this contract as set forth on the front of this form. I fully understand that if there is no signature on the line below, this inspection report shall be null and void.

Signed By: CLIENT (OR AUTHORIZED PERSON)

Date

Signed By: ERIC FINLAND

Date