

ABOVE GRADE HOME INSPECTION SERVICES, LLC
280 Stone Fence Road
Naugatuck, CT 06770
Phone/Fax: (203) 729-7605

PRE- INSPECTION AGREEMENT

Above Grade Home Inspection Services, LLC (the "Company") and the Customer(s) agree to have the Company conduct a home inspection for the purpose of informing the Customer(s) of the Home's condition. Said inspection will be performed by the Company in accordance with the Connecticut Home Inspection Standards of Practice. The Customer(s) hereby acknowledges receiving a copy of the Connecticut Home Inspection Standards of Practice prior to the start of the inspection. We encourage the Customer(s) to attend the visual inspection and to raise questions about the Home during the inspection. A written inspection report will be provided to the Customer(s) via e-mail within 24 hours of the inspection. Full payment is due at the time of the inspection. The Company reserves the right to withhold the written inspection report if the fee for the inspection has not been paid in full.

This Agreement and the report outlining the Company's findings have been performed and prepared for the sole, confidential and exclusive use of the Customer(s). Use of the report by third parties is prohibited. The written report includes comments based solely on observations of the following visible and accessible areas of the home on the day of the inspection:

- A. Structural Components and Basement
- B. Electrical, Plumbing, domestic water heating, central heating and air conditioning.
- C. General interior of Home including ceilings, walls, floors, windows, doors and stairs.
- D. Attic - ventilation and insulation.
- E. General exterior of Home including roof, gutters, chimney, drainage and grading.

Furniture, appliances and stored items will not be moved during the course of the inspection. As a result, any deficiencies hidden behind the same will not be identified by the Company or included in the report. The inspection is generally visual only.

In order to properly inspect the mechanical systems in the building, all systems must be in operation at the time of inspection. If the systems are not operational (shut down) at the time of inspection, then they can not be properly inspected and will not be included in this report.

EXCLUDED ITEMS: This Agreement is not a compliance inspection or certification for past or present governmental codes, rules or regulations. The Company does not search and check municipal records. In addition, latent, hidden and concealed defects and deficiencies are excluded from the parties agreement, inspection and report. The Company does not provide a warranty or a guaranty concerning the structure or its components. Excluded from the Company's inspection and report are swimming pools, wells, on site and off site sewage disposal systems, underground fuel storage tanks, security systems, central vacuum systems, water conditioning equipment, generator equipment, lawn sprinkler systems, fire sprinkler systems, and related fire safety equipment.

DISPUTES: No law suit or other claim of any kind arising out of or relating in any way to this Agreement and/or inspection report shall be made unless each of the following conditions is satisfied first, in order:

1. **Claims.** Written notice of a claim must be provided by the Customer(s) to the Company in writing, by certified mail. The notice shall (a) describe the claim, including what the Customer(s) believes the Company did or failed to do; (b) why the Customer(s) believes the Company is responsible; (c) what the Customer(s) believes the Company should do to remedy the same and (d) provide the Company with an opportunity to inspect the subject area prior to any work being performed regarding the disputed area.
2. **Right of Re-Inspection.** If the Customer(s) believes the Company has made an error, the Customer(s) shall, before making any repairs or alterations relating to the problem area, provide the Company with an opportunity to inspect that portion of the property where the alleged problem is located.
3. **Negotiation.** If the dispute is not resolved as a result of the re-inspection, the parties agree that they will attempt, in good faith, to resolve the dispute. If the parties cannot resolve the same within fifteen (15) days of the re-inspection, then either party may commence a legal action in the Judicial District of Waterbury. The parties agree that they shall submit any legal action solely to said Judicial District.

This Agreement incorporates all prior written and/or oral agreements, unless otherwise noted herein. The Customer(s) and the Company agree and represent that there have been no other oral or written promises, agreements or representations made by one to the other, which have not been incorporated herein. This Agreement supercedes all prior written and/or oral estimates, quotes or proposals.

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 as though the unenforceable portion did not exist.

The Customer(s) shall be responsible for paying interest at the rate of one (1%) percent per month on all sums due and owing the Company. In addition, if this matter is referred to an attorney for collection or the Customer(s) commences an action against the Company and legal fees are incurred by the Company in defense thereof, and the Company prevails in said action, then the Customer(s) shall reimburse the Company for any and all legal fees incurred by the Company with respect to the same.

The Company's work is subject to regulation by the Department of Consumer Protection for the State of Connecticut. Inquiries and complaints concerning the Company's work may be directed to that Department.

The Customer(s) has carefully read the foregoing, agrees to it and acknowledges receipt of a copy of this agreement. The Customer(s) authorizes the Company to do the work as specified above with payment being made as outlined above.

CUSTOMER(S)

DATE:

By: Jeremy Eastman

Jeremy Eastman, a Member, duly authorized by
Above Grade Home Inspection Services, LLC