

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

CONNECTICUT HOME INSPECTION AGREEMENT

Above Grade Home Inspection Services, LLC (the "Company") and the Client agree to have the Company conduct a home inspection for the purpose of informing the Client of the Home's general condition. Said inspection will be performed by the Company in accordance with the Connecticut Home Inspection Standards of Practice. The Client hereby acknowledges receiving a copy of the Connecticut Home Inspection Standards of Practice prior to the start of the inspection. It is essential that the Client attend the visual inspection in order to understand our findings and to raise questions about the Home during the inspection. A written inspection report will be provided to the Client 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 inspection fee 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 Client. 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, siding, trim, 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 and based upon the experience and opinion of the company. Latent and concealed defects and deficiencies are excluded from the parties' agreement, inspection and report.

EXCLUDED ITEMS: This Agreement is not a compliance inspection or certification for past or present governmental codes, rules or regulations of any kind. The Company does not search and check municipal records. The Company does not provide a warranty or a guaranty concerning the structure or its components. The inspection and report do not address and are not intended to address, the presence or danger from any potentially harmful substances and environmental hazards, including but not limited to radon gas, carbon monoxide, lead, lead paint, asbestos, buried fuel storage tanks, urea formaldehyde, various molds and spores, water quality, toxic or flammable chemicals or gasses and water or airborne hazards.

LIMITATION OF DAMAGES: The purpose of this provision is to limit the amount of money damages that the Client can recover from the Company and/or its representatives. The maximum amount of money that the Client may claim and recover is hereby limited to three times the cost of the home inspection fee paid by the Client. This limitation applies to every type of claim or cause of action arising out of or in any way relating to this Agreement, the inspection or report. Including but not limited to breach of contract, negligence, negligent misrepresentation, CUTPA and any other legal theory. Re-inspections are not included within this agreement.

1. **Negotiation.** If any dispute is not resolved as a result of the re-inspection, the parties (Client, Company and its representatives) 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 the Company and the Client agree that the entire dispute (all claims) shall be submitted to binding arbitration.

2. **Arbitration.** The arbitration shall be held at a mutually agreed upon location in New Haven County. The Parties further agree that a panel of three arbitrators shall hear all claims. The panel shall be selected by the Parties and shall be comprised of a Connecticut licensed home inspector, a Connecticut licensed attorney and a qualified contractor/tradesperson in the area that comprises the majority of the claim. The arbitrators shall render their decision by determining if the Company adhered to the Connecticut Home Inspection Standards of Practice in effect at the time of the inspection. No other criteria shall be used to determine the outcome.

3. **Costs.** All costs to arbitrate shall be paid equally between the Company and Client. If the Client commences an action in Court and the Company has to compel arbitration then the Client shall pay the Company's attorneys' fees of \$1200.00 prior to commencing arbitration to compensate it for said unnecessary expense.

This Agreement incorporates all prior written and/or oral agreements, unless otherwise noted herein. The Client 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 supersedes all prior written and/or oral estimates, quotes or proposals. If any portion of this Agreement is found to be unenforceable, said provision shall be stricken from the Agreement and all remaining terms and conditions shall remain in full force and effect.

Conditions permitting, you should confirm that all systems, equipment and appliances are operating as intended immediately before the closing. You should ask the listing Agent, your Agent and the Sellers if there are any additional facts concerning environmental, site and/or building conditions to be disclosed, prior to closing.

The above Agreement and Connecticut Home Inspection Standards of Practice have been reviewed and explained by the Company to the Client and the same are satisfactory and hereby accepted. The Client hereby authorizes the Company to do the work as specified above with payment being made as outlined. The Client has carefully read the foregoing, agrees to it and acknowledges receipt of a copy of this agreement.

CLIENT(s)

A duly Authorized Representative For
Above Grade Home Inspection Services, LLC