



THIS IS A LEGALLY BINDING PROPERTY INSPECTION CONTRACT. PLEASE READ IT CAREFULLY.

This Agreement is made effective on the date stated on Page 2 of this agreement, by and between Freedom Inspection Services, Inc. (hereinafter "Freedom Inspections", "Inspector") and the client name on Page 2 of this agreement (hereinafter "Client").

Client does hereby request and authorize Freedom Inspections to perform a limited general visual property inspection to be performed at the property address stated on Page 2 of this agreement. Client understands and voluntarily agrees to the following inspection terms and conditions:

1. Scope of Inspection: Freedom Inspections will conduct a property inspection in accordance with the Standards of Practice established by the American Society of Home Inspectors (ASHI Standards), a copy of which is available at www.ashi.org. The ASHI Standards are hereby incorporated by reference in their entirety and are hereby made a part of the Agreement. All terms used herein and not otherwise defined shall have the meaning set forth in the ASHI Standards. The property inspection is a general, non-invasive and limited visual examination of certain readily accessible systems and components, designed to identify any system or component listed in the report which may be in need of immediate major repair as they exist at time of inspection. The property inspection includes the following systems and components: structural system, exterior, roof system, plumbing system, electrical system, heating system, installed central air conditioning systems, interiors, insulation & ventilation, and fireplaces & solid fuel burning appliances. The property inspection is NOT a substitute for the Idaho Property Condition Disclosure Form, which is required by Idaho code. The Freedom Inspections inspector is a generalist and is not a licensed engineer or expert in any specific craft or trade. This inspection is that of a generalist and is performed on-site in a limited amount of time, and does not include a warranty or guarantee of any kind. This property inspection is NOT intended to be technically exhaustive. The inspection shall be limited to specific systems and components expressly and specifically identified in the inspection report. Systems and components shall be operated with normal user controls ONLY as conditions permit. Nothing in this Agreement is intended to limit the inspector from reporting observations and conditions in addition to those identified herein or excluding systems and components from the inspection if agreed to in writing and signed by the parties. Should Freedom Inspections, as a courtesy, exceed any particular requirement set forth herein in one area, Freedom Inspections shall not be obligated to exceed the requirements in other areas.

2. Confidential Report: Freedom Inspections will provide a written inspection Report describing the systems and components inspected. The report will provide an understanding of the general condition of the property at that point in time, based on a conscientious but essentially visual inspection that may include recommendations for a specialist evaluation and any consultation that may be deemed necessary. Freedom Inspections reserves the right to amend the report for a period of forty-eight (48) hours after the report has first been delivered to the Client. The inspection report prepared for the Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and real estate agents directly involved in this transaction, but said persons are specifically not intended beneficiaries of this Agreement or the inspection report. Client and Freedom Inspections do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the inspection report. Client agrees to indemnify, defend, and hold Freedom Inspections harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

3. Limitations of Scope: The inspection is not a code-compliance inspection, and does not include any research, such as that necessary to establish property boundaries, easements, and the issuance of permits and certificates of occupancy including evaluation of accessibility for (ADA) Americans with Disabilities requirements. Systems and/or components are considered not readily accessible if inspection requires moving personal property, dismantling, destructive measures, or an action that will, in the opinion of the Inspector, likely involve risk to persons or property. Anything not readily observable because it is concealed or inaccessible due to obstructions including (but without limitation) floor coverings, insulation, suspended ceiling tiles, furniture or other personal property, soil, vegetation, water, ice or snow cannot be inspected. The Inspector is not required to inspect and/or report anything identified in the ASHI Standards as limitations or exclusions specific to the systems and components inspected. The Inspector is not required to determine the remaining life of any system or component, the causes of any condition or deficiency, methods and costs of corrections, suitability of the property for a specialized use, market value or marketability, or advisability of purchase of the property. The Inspector is not required to predict future conditions including (but without limitation) failure of components, operate any system or component that is shut down or otherwise inoperable, light pilot lights, determine the presence of hazardous substances, enter hazardous areas, or perform engineering, architectural plumbing or any other job function requiring an occupational license or

certification. The Inspector is not required to determine non-compliance with manufacturer's specifications or applicable regulatory requirements. The Inspector is not required to inspect cosmetic items such as paint, wallpaper, carpet, or other finishes on walls, ceilings or floors, and any type of window treatment (such as blinds or draperies). The inspection does not include any specialized procedures, such as those to determine relative floor elevations, or those necessary to determine the presence of any environmental contaminants, such as electromagnetic radiation, radon, methane, formaldehyde, asbestos, lead, airborne or other spores, and it is not an inspection of or for the following: geological or soil conditions; engineering analysis or stability; retaining walls; termites, dry rot, fungi (including mold and mildew), or other wood destroying or wood boring organisms or insects (including termites); pests or rodents; private septic or sewage systems; private water supply and/or treatment systems; sprinkler or irrigation systems; water circulating devices; water softeners; water filtration or purification devices; shut-off valves that are not in daily use; solar systems; the hermetic seal of dual-glazed windows or skylights; radiant heat systems; window AC units; radio-controlled systems; computerized systems; fire protection systems and carbon monoxide detectors; central vacuum systems; low voltage systems including alarm, telephone, cable, network, lighting, or intercom systems; elevators; spas, saunas, steam baths, jacuzzis; humidifiers; electronic air-cleaners; condensate pumps; clothes dryers; washing machines and their valves, connections or drain lines; refrigerators, or free-standing appliances; thermostats; timing systems; clocks; rotisseries; the self-cleaning cycle of ovens; decorative items; fish aquariums; dumbwaiters and laundry shoots; garage door springs and hardware; landscaping, or landscape items, such as decorative lighting, fountains and ponds, playground equipment or tree houses, barbecues, and fire-pits; outbuildings; equipotential plane; pools (and related equipment); in-line chlorinators, or similar devices dispensing bromine or ozone. Similarly, Freedom Inspections do not guarantee the integrity of, nor tacitly endorse, any un-permitted areas, additions, non-permanent installations, or modifications, which could include latent defects, or any item or component that may have been subject to recall, nor can Freedom Inspections inspect cooling and/or heating systems when weather conditions or other circumstances may cause equipment damage, or inspect or endorse any concealed areas such as: the slab or the flooring beneath floor carpets; underground systems, the interior of chimneys; the waterproof membrane beneath roofs, balconies, decks, and shower pans; furnace heat exchangers, commonly known as fireboxes; air-conditioning coils; in-line motors or dampers; obstructed switches and outlets; and ducts, wires, pipes and conduits concealed within walls, floors, and ceilings, nor does Freedom Inspections evaluate the coatings on pools, decks, walkways, countertops, fixtures and appliances. Water/moisture, leaks, seepage and drainage problems are often only visible during or after a certain amount of rain. It is thus impossible to observe water/moisture, leaks, seepage and drainage problems unless the inspection is conducted during or immediately after a rain sufficient to reveal such problems.

4. Mold Exclusion. Freedom Inspections is not responsible for discovering or reporting on the presence of mold or mildew. Furthermore, Freedom Inspections is not responsible for any damages that arise from or related to mold or mildew, even if the mold or mildew is a direct consequence of a condition upon which Freedom Inspections is require to report as set forth in this agreement.

5. Additional Services. Freedom Inspections may be able to perform one or more of the Ancillary Services listed in this agreement for an additional fee. The Client must specifically request the Ancillary Services verbally and in writing. The terms of the performance of the Ancillary Service (including the purpose and the scope of the service) shall be defined in a separate addendum to be initialed, signed and accepted by both the Client and Freedom Inspections.

6. Dispute Resolution and Remedy Limitation.

Notice of Claims. Client does hereby understand and agree that should any dispute arise from this inspection and/or report, or the interpretation thereof, that the Client will notify Freedom Inspections, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, the Client agrees to allow Freedom Inspections a reasonable period of time to investigate the disputed item(s) by, among other things, re-inspection before the Client, or anyone acting on the Client's behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the dispute. The Client understands and agrees that any failure to timely notify Freedom Inspections and allow adequate time to investigate as stated above shall constitute a complete bar and

waiver of any and all claims the Client may have against Freedom Inspections related to the alleged act or omission.

Binding Arbitration. Should a dispute arise (unless based on payment of fee), the Client does hereby agree to attempt to resolve such dispute informally and that the dispute must be presented in writing and include a signed copy of this Agreement. However, should the attempt to informally settle the dispute fail, the Client does hereby agree to submit the dispute to binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Incorporated, and that the decision of the appointed arbitrator shall be honored and entered in any Court of competent jurisdiction as being legal and binding on both the Client and Freedom Inspections.

Limit of Liability. In the event Freedom Inspections fails to perform the services as provided herein or is careless or negligent in the performance of services and/or preparing the report, the liability of Freedom Inspections for any and all claims related thereto is limited and will not exceed the lesser of actual damages or two (2) times the inspection fee, and the Client will release Freedom Inspections from any and all additional liability. There will be no recovery for consequential damages. Any legal action concerning this Agreement or from the inspection services and report, including (but without limitation) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of services. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any and all rights, or claims based thereon. This time limitation is shorter than that the law otherwise provides.

7. Other Provisions.

Severability and Entire Agreement. Both Freedom Inspections and the Client understand and agree that should an arbitrator or court determine that any provision(s) in this Agreement is void, voidable, or unenforceable, the remaining portions shall remain in full force and effect. This Agreement (in its entirety), any attachments, and executed Addenda, contains the entire agreement between Freedom Inspections and the Client, and there are no other representations, warranties, or commitments, except as are specifically set forth herein. This Agreement supersedes any and all representations or discussions, whether oral or written, if any, among Freedom Inspections and the Client relating to the subject matter of this Agreement. This Agreement may be modified, altered or amended only if agreed to in writing and signed by both Freedom Inspections and the Client.

Recovery. In the event the Client makes a claim against Freedom Inspections for any alleged error, omission, negligence or other act arising out of the inspection services, report, and/or the interpretation thereof, and fails to prove such claim, the Client will pay all attorney's fees, arbitrators' fees, legal expenses and costs incurred by Freedom Inspections in defense of the claim.

Affiliation Disclaimer. Freedom inspections is not affiliated with any other agency or service such as (but without limitation) termite inspection, radon testing agency, water testing agency, lead or asbestos testing agency, mold testing agency, real estate agency, etc. and assumes no risk related to the performance of such services nor does Freedom Inspections warrant these services in any way. If Freedom Inspections is requested to arrange for such services to be performed at the time of the property inspection or any other such time, such arrangement is provided only for the convenience of the Client.

No Warranty. The Client does hereby understand and agree that the inspection services and/or inspection report do not constitute a guarantee or warranty of

merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures required by law.

Fee Payment, Cancellation and Additional Trip Fee. The Client does hereby understand and agree to pay the fee stated below for the performance of this inspection. The fee is due and payable in full prior to the completion of the inspection and receipt of the report. Should the Client fail to timely pay the agreed upon fee, client shall be responsible for paying any and all fees associated with collection, including (but without limitation) attorney's fees, costs, lost wages and interest accumulated at 20% annual rate. Any cancellation by the Client must be received by Freedom Inspections at least twenty four (24) hours prior to the planned inspection appointment. In the event the Client fails to notify Freedom Inspections of cancellation within this time period, the Client agrees to pay a cancellation fee of fifty dollars (\$50.00). In the event that Freedom Inspections arrives at the inspection site and the inspection cannot be completed due to property inaccessibility, utilities not turned on, etc. and another inspection is required for completion, the Client agrees to pay an additional trip charge of one hundred and fifty dollars (\$150.00).

Client Responsibilities. The Client does hereby warrant that : (a) The Client has read and understand this Agreement in its entirety, (b) the Client understands that they are bound by all the terms and conditions of this Agreement, (c) the Client will read the entire inspection report when received and promptly call Freedom Inspections with any and all questions they may have, (d) the Client agrees to follow every recommendation for service, repairs or evaluation by licensed specialists and they agree that failure to do so will violate this inspection agreement and that Freedom Inspections shall be held harmless for any subsequent alleged defects or deficiencies, (e) the Client agrees they are responsible for any and all damage which may be caused to property components and systems resulting from the normal operations of components and systems by Freedom Inspections, (f) Client agrees to assume all risk for all conditions that are concealed from view at the time of the inspection or exists in any area excluded from the inspection by the terms of this Agreement, and (g) Client is solely responsible for ensuring that all utilities are turned on, that breakers are turned on, that all water and fuel valves are open, that all pilot lights are lit, and that all rooms and crawl spaces are unlocked prior to the inspection.

8. Services.

Initials	Requested Service	Fee
_____	General Residential Inspection	\$ _____
_____	Multi-Family Residential Inspection	\$ _____
_____	Condominium Inspection	\$ _____
_____	Built Prior to 1976 Fee	\$ _____
_____	Ancillary Inspection Services	\$ _____
_____	_____	\$ _____
TOTAL FEE:		\$ _____

If the Client is dissatisfied with the terms of the contract, or the quality of the inspection, they may return the report within five business days and sign a release of liability form, which will nullify the inspection, and the contractual responsibilities of both the Client and Freedom Inspections, and Freedom Inspections will refund the full amount of the inspection fee.

CLIENT AUTHORIZATION

I, _____, have the right by law or contract to have the below referenced property inspected and have carefully read and fully understand the entire property inspection agreement contract, and I agree to all of the terms, conditions and limitations therein, for a fee of \$ _____ .00.

Property Address: _____, City: _____, State: _____, Zip Code: _____

Client Address: _____, City: _____, State: _____, Zip Code: _____

I, the Client acknowledge that I have read and understand all the terms, conditions and limitations of this contract and voluntarily agree to be bound thereby and agree to pay the fee listed above.

CLIENT: _____
Signature

DATE: _____

AGENT SIGNATURE: _____
Signature of agent on behalf of client with client's permission

DATE: _____

INSPECTOR: _____
Signature

DATE: _____