

INSPECTION AGREEMENT

PARTICIPATION:

Client acknowledges that Client has been encouraged by the Inspector to participate in the inspection, and understands that descriptions and discussion of identified items in the Report will not be as detailed or complete as they might be if discussed at the Property during the inspection. Client accepts responsibility for incomplete information should Client elect not to participate in the inspection. Client agrees that Client's participation in the inspection is at Client's own risk for falls, injuries, property damage, etc.

RANDOM SAMPLING:

Certain items are randomly sampled or checked with the standard visual inspection. These items may include, but are not necessarily limited to, the following:

- Window/door operation, hardware & screens
- Electric receptacles, switches & lights
- Cabinet/countertop mounts & functions, etc.
- Insulation depth
- Mortar, masonry, paint & caulking integrity
- Roof covering materials
- Heat & Air Conditioning ducts

HIDDEN AND LATENT DAMAGES & CONDITIONS:

The Inspector will not be able to find defects that are out of view or concealed. Recently painted surfaces may hide clues or indicia of defects. The Inspector is not at liberty to perform destructive or disruptive testing or assessments, lift carpets, remove ceiling panels, insulation, vapor barriers, or move appliances, clothing, furniture, heavy, delicate or personal items. Items that are concealed at the time of inspection, as set forth above, cannot be adequately inspected and accurately assessed.

WEATHER RESTRICTIONS:

Weather conditions may impose positive and negative impacts upon the inspection and the ability of the Inspector to locate defects. Extreme weather prohibits the complete visual inspection of heating and cooling units. Rain and snow prevents walking on roofs and can obscure roofing. The Inspector will not return to re-inspect the Property during alternate weather and encourages Client to re-inspect prior to closing and settlement as set forth above. The Inspector will make notations on the Inspection Report of any inclement weather.

EQUIPMENT/INSTALLATIONS:

Ages are guessed & installations are not checked against manufacturers' specifications and/or recommendations. Only those utilities actually listed are presumed to exist. The following items and components are generally beyond the scope of the standard visual inspection unless otherwise specified:

- Oven times/Self or Continuous Clean cycles.
- Oven thermostats
- Smoke alarms other than accessible push button units.
- Solar, security, intercom, antennae and phones.
- Roofs inaccessible from a thirteen-foot ladder.
- Sewer Lines under slabs and exterior to structure.
- Chimneys – Internal Components

Among other things, the Inspector will not be able to:

- Detect intermittent occurrences.
- Check the inner workings of mechanical devices. (heat exchangers, compressors, etc.)
- Check underground or hidden piping, etc.
- Assess accuracy of thermostats or times on or across a range.

OTHER INQUIRIES:

Client should make inquiry of the Seller or other parties regarding the types of conditions that may exist on the Property or adjacent property and carefully read any Seller property disclosure forms. Much information is available through the building code department of the municipality in which the building is located and you may wish to inquire of those government entities regarding any information they have about construction related matters.

SPECIALIZED TESTING

No water, air, soil or material analyses for health or environmental considerations will be performed by the Inspector, since these analyses require specialized testing.

The Inspector reserves the right to amend this Report within 48 hours of the inspection.

Standard Inspection: Client hereby requests a standard inspection of the Property at the address below in full understanding and acceptance that the total liability of the Inspector from mistakes, errors or omissions in this inspection shall be limited to the cost of this inspection, damage caused by any such mistake, error or omission in the inspection, and the Client understands that the Inspector shall not be liable for any consequential damages associated with any such mistake, error or omission in the Report. Findings are limited to the date of the inspection. This is not a Warranty against future defects that may arise after the inspection date.

The "Property" (address): _____

"Client": _____

ACCEPTANCE OF THIS INSPECTION REPORT AND ITS ATTACHMENTS WITH OR WITHOUT SIGNATURE CONSTITUTES ACCEPTANCE OF THE TERMS OF THIS AGREEMENT

Signature: _____

Email: _____

Date: _____ Fee: _____ Inspector: _____

INSPECTION AGREEMENT

(This Inspection Agreement establishes important legal rights. You may desire to consult your attorney)

This Inspection Agreement is by and between Smart House™ Consultants L.L.C. (the "Inspector") and Client for the limited inspection of the Property under the terms and conditions set forth herein and the attached documents, which are incorporated by reference herein.

The Inspector will inspect and report only on visible and readily accessible major elements of the Property. The intent of the standard inspection is to visually identify "exposed to view" items that need **MAJOR** repair or evaluation by a specialist. The inspection and report excludes and does not cover any or all components, items, or conditions that, by the nature of their location or position, are concealed or not available to inspection by walking through or utilizing a thirteen (13) foot ladder.

Client acknowledges that the elements of the Property to be inspected are complex and that the Inspector must make numerous judgments in an extremely limited time. Client further acknowledges and agrees that the Inspector is not an insurer of the Property, including its present and future condition, that the Inspector shall not be liable to Client for any damages whatsoever arising out of this Inspection Agreement.

The inspection and report excludes and does not cover swimming pools, spas, tennis courts, playground equipment, water wells, septic systems, laundry appliances, and/or other recreational or leisure items or components. Also excluded from the inspection and report are any and all fixtures, cosmetic conditions such as wall paper and painting, asbestos, radon gas, lead paint, urea formaldehyde foam, toxic or flammable chemicals, and all other harmful substances and environmental hazards. THE INSPECTION AND REPORT IS NOT A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR A PARTICULAR PURPOSE, RELATING TO THE CONDITIONS OF THE PROPERTY, OR THE PROPERTY'S COMPONENTS, ITEMS, AND SYSTEMS AND IT IS AGREED THAT THE INSPECTION AND REPORT SHALL NOT BE RELIED UPON AS SUCH.

The inspection and report do not reflect, represent, guaranty, or warrant the value of the Property, and may not be used as a representation as to the advisability or inadvisability of any purchase or investment in the Property. The inspection and report are strictly limited to and based upon observations of conditions at the Property existing as of the date and time of the inspection. Any problems arising under this Inspection Agreement must be reported in writing to the Inspector within ninety (90) days of the inspection date.

If the Property shows, or does not show, evidence of minor structural activity, future repairs or improvements may be necessary to prevent or minimize certain types of structural activity, roof problems, or subsurface moisture migration. For the purposes of the inspection and report, a structural inspection shall mean the inspection of the foundation system and framing members, only to the extent that they are readily and safely visible and accessible without dismantling, destruction, or excavation. Improvements, if any, may influence future behavior or certain elements of the Property. The consequences of such activity are beyond the scope of this inspection and report. Inspection for the presence of damage from wood-destroying insects is beyond the scope of this inspection and report. Structures detached from the main building (e.g., retaining walls, fences, out buildings, etc.) are excluded from this inspection and report. Operation, capacity, or adequacy of any existing air system is not within the scope of this inspection and report. The reported conditions of the roof may not meet certain criteria of acceptability for mortgage purposes or coverage by hazard insurance. Flat roofs and flashing are prone to leakage.

Chimney evaluation at the Property is of the exterior of the chimney only. Satisfactory function of the fireplace, chimney, and related items is beyond the scope of this inspection and inspection. No thermal or material content evaluation of any insulation shall be performed by the Inspector. Comments on or the identification of the type or presence of any hazardous materials (if any) are excluded from the scope of this inspection and report.

Some deficiencies and/or unsafe items or conditions may exist at the Property that were not identified under the conditions of this specific inspection (e.g., aluminum wiring, inadequate gas flue venting, electrical capacity, water quality, private sewage disposal system, etc.). This inspection should not be construed as a review of compliance with any building and/or health code standards. In the event the recommendations (if any) are performed, additional inspection(s) may be subsequently performed and should be attached to this report by the customer for future reference and complete report information.

PRE-SETTLEMENT:

I accept that this inspection is not a substitute for a pre-settlement inspection for which I am responsible since damages, mechanical failure, and other symptoms or clues of defects may appear after this inspection and before Client's legal acceptance of the Property. The Client waives all claims against the Inspector in the absence Client's diligent performance of the pre-settlement inspection of the Property.

ARBITRATION

The Inspector and the Client agree that all disputes, controversies, or claims regarding this Inspection Agreement and/or the Inspector's representation of the Client, including that of any billing matters, are to be resolved exclusively by binding arbitration, pursuant to the commercial rules of the American Arbitration Association, by a single arbitrator, appointed in accordance with those rules at, and in Oklahoma County, Oklahoma, and which all costs of same shall be borne by the non-prevailing party. The laws of the State of Oklahoma shall govern the validity, construction, enforcement, and interpretation of this Agreement. This Agreement contains the entire agreement between the Client and the Firm regarding the matters described herein, and the fees charged, and expenses to be paid relative thereto, and supersedes all prior oral or written statements. The Inspector and the Client further agree that the Standards of Practice of the Oklahoma Home Inspection Licensing Act shall govern the basis of performance under this Inspection Agreement. The Property and all components or items therein that are in dispute shall be made available for viewing and inspection prior to and during arbitration. Arbitration may occur at the Property. Client shall immediately contact the Inspector in writing for a consultation pertaining to this inspection and report. Repairs or replacements made without consultation with the Inspector shall completely release the Inspector from any and all liability to Client.

INSPECTION

The Inspector agrees to conduct an inspection for the purpose of informing the client of **MAJOR** defects in the conditions of the Property listed below. The Inspector will express an opinion only when it is based on professional, practical experience and belief. The Inspector will act in good faith toward Client and will make a conscious effort to report the condition of the Property subject to the limitations in this Inspection Agreement. The Report is rendered for the sole and exclusive use of Client and shall not be relied upon by any other party without the express written consent of the Inspector. Unless otherwise agreed expressly agreed by Client and the Inspector, the Report will only address the following components of the Property: (1) Structure; (2) Roof; (3) Exterior; (4) Heating - Air Conditioning* Systems; (5) Grounds; (6) Electrical/Interior; (7) Kitchen/Laundry/Bar; (8) Plumbing; and (9) Bath.

* When temperature permits

Additional Services: (Please Initial to accept or decline)

Pipeline Camera Scope HVAC Duct System YES _____ NO _____

Infra-Red Thermal Scan YES _____ NO _____