

Type of Inspection

____ This is an Architectural / Structural / Mechanical Inspection of the improvements to residential real property according to the Standards of Practice of InterNACHI and / or the State of Indiana, as applicable, which are established in the Report and this Agreement as attached.

____ This is a Limited Inspection of items listed on a prior inspection report dated _____ or limited to items request by the client in attached Addendum C.

____ This is a Pre Drywall New Construction Inspection of the improvements to a new residential real property according to the Standards of Practice of InterNACHI and / or the State of Indiana, as applicable, which are established in the Report and this Agreement as attached, with specific exclusions for items not yet completed or installed.

____ This is a Technically Exhaustive Inspection consisting of inspections of the Property by the following specialists; Geotechnical Engineer, Structural Engineer, Certified Roofing Specialist, Electrical Engineer, HVAC Engineer, Master Plumber, Leak Detection Specialist, Chimney Sweep, Master Mason, Master Tile Setter, Fenestration Specialist, Door Installation Specialist, Master Trim Carpenter, Master Painter, Landscape Architect, Master Pool Builder, Certified Indoor Air Quality Specialist, Industrial Hygienist, Appliance Repair Specialist, Water Quality Specialist in addition to the Inspector. The fee for this service is twenty percent (20%) of the appraised value or selling price of the house, whichever is greater, PLUS all professional fees of above listed consultants, PLUS all restoration costs. The property will be required to be vacant for a period of eight (8) consecutive weeks during the inspections, and for any additional required time to reconstruct the building. Full permission of the owner must be obtained for the required period of time to access and for performance of any necessary invasive and/or destructive forensic investigation of the property. The final report will be completed within ninety (90) days of the completion of the inspection.

Definitions

- 1) "Agreement" shall refer to the contract stipulating the terms and covenants made herein by the signatory parties.
- 2) "Standards" shall refer to the Standards of Practice and Code of Ethics currently published by InterNACHI, and available for review at their website, www.NACHI.org OR, as applicable, Indiana Administrative Code Title 878 Article 878IAC1-1 and 2.
- 3) "Inspector" shall refer to Hawkeye Inspection Service LLC, its members, agents, and employees.

Agreement Terms:

- 1) Hawkeye Inspection Service LLC, its members, agents, and employees, herein known as the "Inspector" agrees to perform a Property Inspection as defined by this Agreement for the purpose of informing the Client of major deficiencies in the condition of the Property listed above. The written or digital Inspection Report is the property of the Inspector and shall not be used by or transferred to any person or company without the written consent of Hawkeye Inspection Service LLC and written or verbal consent of the Client. Hawkeye Inspection Service LLC gives the Client license for use of the Property Inspection Report as the Client deems necessary, subject to any restrictions contained in this agreement. The Inspector gives permission for this Property Inspection Report to be disclosed to real estate agents, specialists or repair persons related to this Property Sales Contract only. This Report in any format may not be forwarded or disclosed to other parties involved in a different Property Sales Contract for any reason.
- 2) The Client understands and agrees the physical presence and participation of the Client at the on-site inspection of the Property is required in order to receive all information which will be presented. If the

Client chooses to not be present, the Client may waive some rights and remedies. The inspection service is conducted at the Property. The written Property Inspection Report will not substitute for the Client's personal presence during the inspection. The Client is solely responsible for obtaining clarification or additional information from the Inspector if any information in the report is not fully understood by the Client. If any comment is made by the Inspector in the Report concerning the condition of any item, the Client must contact a qualified building specialist for more detailed evaluation and repair of that item. By initialing here ____, or as evidenced by the absence of the client at the inspection site at the time of the inspection, the Client agrees they have chosen to not be present during the inspection and acknowledges the language of paragraph 2.

3) Any and all photographs, negatives, notes, work products, and / or materials developed in the course of the inspection or generation of the Property Inspection report by course of the inspection or generation of the Property Inspection report by Hawkeye Inspection Service LLC and its employees, members, or agents shall be considered proprietary information and shall be the sole and exclusive property of Hawkeye Inspection Service LLC. Physical or digital copies of the Inspection Report, notes or associated files will not be kept longer than 3 years. The Client accepts all terms and conditions of this agreement either by signing this agreement or by accepting and paying for the services rendered by the Inspector as reflected by this contract and the attached Property Inspection Report. Re-inspection of a defective conditions noted in this Property Inspection Report is available at the hourly rate of \$65.00 per hour, portal to portal, with a two hour minimum required. Any re-inspection services must be specifically contracted by a separate agreement.

Scope of this Inspection:

4) This inspection of the subject property shall be performed by the Inspector for the Client in accordance with the current Standards of Practice established by the International Association of Certified Home Inspectors (InterNACHI) and / or the State of Indiana, as applicable, and hereafter referred to as "Standards". Those Standards are made a part of this contract by reference. Items included in this inspection are included in the Standards and the Property Inspection Report. Whether or not an item is able to adequately perform its designated function is NOT COVERED by this inspection.

5) The purpose of this limited visual inspection is to provide the Client with information regarding the identification and disclosure of visually observable major deficiencies in this Property and the systems found in / on this Property as defined by the Standards. The Property Inspection Report is the Inspector's subjective opinion as to whether or not the components of this home are PRESENTLY functioning or are in need of repair at the time of this inspection. Unless specifically agreed upon, this Inspection is not intended to be technically exhaustive. Additional information and inspections beyond the scope of this inspection may be necessary to further evaluate the property or condition of any systems in or on this property. Any area that is not exposed to view, is or may be concealed, or is inaccessible because of soil, walls, wall coverings, floors, floor coverings, ceilings, insulation, furnishings, stored items, built in cabinets or shelves, or other limiting factors shall not be inspected, subject to the limitations or exclusions within the Standards.

6) The Inspector cannot and does not determine building code compliance, latent defects, manufacturer's installation guidelines or performance standards. Any references to outside sources made within this report are for informational and educational purposes only. This inspection does not address or include soil analysis, adequacy of design, capacity, efficiency, size, value, flood plain location, pollution or habitability. This inspection does not include evaluation of environmental hazardous conditions that may exist including but not limited to asbestos, radon gas, lead paint, urea formaldehyde, soil contamination, microwave radiation leakage, electromagnetic fields, microbiological organisms, mold, underground storage tanks, proximity to toxic waste, geological stability of soils, wood destroying insects and organisms, or conditions not specific to the subject Property listed in this agreement. Many conditions within a property may create excessive moisture problems that could lead to mold growth. The ability to detect the presence of mold is beyond the scope of this inspection. The Client is urged to contact a competent specialist if information, identification, or testing of any of the above listed items is desired prior to purchasing the Property. The

Inspector may, at their discretion, offer an opinion as to possibility of the presence of any of the above listed items, however this opinion does NOT represent a definitive statement of fact.

7) It is understood that the Inspector and this Agreement does not imply any warranty, expressed or implied, guarantee, or assurance with regard to the continued soundness of the structure or merchantability of the structure or Property. The Inspector does not warrant or represent the continued operation of any system, equipment or appliance. The Client is advised that Property Owner Warranties are available through most Real Estate Companies and the Client hereafter assumes responsibility for determining the need for, and coverage of available, for said warranties. The Inspector is neither a guarantor nor insurer. This inspection is not intended to be a reserve study and any discussion of service life is not intended to be so construed. The Client expressly agrees that the Inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components, or the contents therein, or any damages due to deficiencies of the same.

Limitation of Inspection Liability:

8) It is not possible to eliminate all risk involved in the purchase and /or ownership of the subject Property. The Inspector's liability is further limited by the following terms and conditions. The following items are not inspected unless a specific notation is made on this report stating that item was inspected and notes its condition. Alarm and Security Systems, Antennas, Appliances, Automatic Oven Cleaners, Buried or Concealed Plumbing, Clock Timers, Door / Window Lock Functions, Detached Buildings other than Garages or Carports, Elevators/Dumbwaiters and Lifts, Fences and Gates, Fire Sprinklers, Fountains, Furnace Heat Exchangers, Hot Water Recirculating Pumps, Humidity Equipment, Ice Makers, Intercom / Radio Equipment, Landscaping and Landscape Lighting, Laundry Equipment, Lawn Sprinklers or Irrigation Systems, Low Voltage Systems, Media Equipment, Microwave Leakage, Ponds, Pools and Spas, Radiant Heat Systems, Refrigeration Equipment other than Air Conditioning System, Septic Systems, Solar Equipment of all types, Steam Baths, Telephone Equipment, Water Treatment Devices, Waste Treatment Systems, Water Wells, and Yard / Landscape Lighting. Any item not noted as inspected on this Report will be considered not inspected, and no opinion rendered about its condition or presence in the property. The Inspector does not determine the design adequacy, strength, effectiveness, efficiency, habitability, or merchantability of any system or component.

9) The Client agrees, to the fullest extent of the law, that the Inspector's liability for all claims, costs, damages of any nature whatsoever or claimed expenses from any cause or causes, including attorneys' fee and cost and expert witness fees / cost shall not exceed the amount of the fee paid for the inspection and report. This limitation shall apply regardless of the cause of action or legal theory pled or asserted specifically including, but not limited to negligence. The Client shall make no claim of professional negligence unless the Client has first provided the Inspector with a written certification by a licensed home inspector currently practicing in the field of residential Property Inspections in the State the Property is located in for home buyers to include the following: a) the name and license number of the certifying home inspector; b) specify the specific omissions the certifier contends are not in conformance with the Standards as made a part of this contract and for an inspection made under similar circumstances, and c) state in detail the basis for the certifier's opinion such acts or omission do not conform to the Standards. This certificate shall be provided to the Inspector not less than 60 days prior to the presentation of any claim, or the institution of any arbitration or legal proceeding, or according to statutory requirements of the jurisdiction the Property is located within.

10) Should a dispute arise between the Client and Inspector, Client agrees to pay, indemnify, save and hold harmless the Inspector for all legal fees, court cost, cost of expert witnesses, cost of depositions, and all other expenses incurred by the Inspector in defending against the Clients' complaint should the Client fail to prevail against the Inspector.

11) Client agrees to defend, indemnify and hold harmless the Inspector against all suits, claims or demands of any nature brought against the Inspector relating in any way to the services rendered under this Agreement or reflected in the attached Property Inspection Report regardless of fault of the Inspector.

Arbitration of Disputes:

12) In the event of any complaint with this inspection, the Client must notify the Inspector within ten (10) days of the date of discovery of an undisclosed problem and must thereafter allow a prompt re-inspection of the home; otherwise all claims for any claimed damages arising out of such complaint are waived by the Client. In the event a dispute cannot be resolved by the Client and the Inspector, the parties agree to submit the dispute to arbitration by a mutually agreeable arbitrator with the American Arbitration Association. The dispute or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules. Any judgment upon the award rendered by the Arbitrator(s) must be entered in Superior Court of Clark County Indiana. In the event the Client refuses to abide by the decision of a mutually agreeable arbitrator, or for any other reason institutes any legal action concerning this inspection and fails to prevail on ALL of the causes of action alleged, the Client shall be liable to the Inspector for all costs and attorney's fees incurred by the Inspector in such action.

Agreement Acceptance:

13) The undersigned have reviewed this document, understand its content and agree to the terms and conditions contained herein; specifically including the clause titled Limitation of Inspection Liability and the section titled Arbitration of Disputes and agrees to pay charges presented to the Client at the time of the inspection. A copy of this Property Inspection Agreement was available for prior review at the Inspector's website located at