

CALL US FIRST

HOME INSPECTION, LLC

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Oklahoma State License #1820

THIS AGREEMENT is made between Call Us First Home Inspection, (herein referred to as the "CUFHI")

- AND -

NAME: _____
(herein referred to as the "Customer")

PHONE: _____

PROPERTY ADDRESS: _____
(herein referred to as the "Building")

USE AND OWNERSHIP

This report is owned by the person paying for this report and the inspection company. This report is not valid for any other buyer and no one has permission to copy or use this report other than the purchaser or Call Us First Home Inspection. All Items noted should be repaired or disclosed before closing. This form is trademarked and cannot be reproduced without written permission of Buyer or Call Us First Home Inspection. This Agreement is binding upon and available to the heirs, successors and, to the extent permitted hereunder, the assigns of each of the parties. Any controversy or claim between the parties arising out of or relating to the interpretation of this Agreement, the services rendered hereunder or any other matter pertaining to this Agreement, other than any action to recover the CUFHI fee, will be submitted in accordance with the applicable rules of the American Arbitration Association. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the professional home inspection industry. Judgement on any award may be entered in any courts having jurisdiction and the arbitration decision shall be binding on all parties. Secondary or consequential damages are specifically excluded. All claims must be presented within one year from the date of inspection. CUFHI is not liable for any claim presented more than one year after the date of inspection. In the event the Customer commences an arbitration and is unsuccessful in it, the Customer will bear all CUFHI expenses incurred in connection therewith including, but not limited to, attorney's fees and a reasonable fee to the employees of CUFHI to investigate, prepare for attend any proceeding or examination. Customer may not present or pursue any claim against CUFHI until (1) written notice of the defect or omission is provided to CUFHI and (2) CUFHI is provided access to and the opportunity to cure the defect. I have been encouraged to participate in the inspection/survey and accept responsibility for incomplete information should I

not participate in the inspection. My participation shall be at my own risk for falls, injuries, property damage, etc. I agree that this report may be used for educational purposes and provided to building owner and involved real estate agents. I accept that this work is no substitute for a pre-settlement inspection for which I am responsible since damages, mechanical failures, and symptoms, cures, etc. may appear after this work and before my legal acceptance of the property. I waive all claims against the inspector/surveyor of CUFHI in the absence of diligently performing my pre-settlement inspections and for lack of more extensive investigation and follow through with a specialist on any problems noted including confirmation of any cost approximations. This is not a technically exhaustive inspection.

SCOPE

CUFHI agrees to perform an inspection of the Building for the purpose of alerting the Customer to major deficiencies in its condition. A report (the "Report") containing the inspection's findings will be prepared by the CUFHI and provided to the Customer for its sole, exclusive and confidential use. CUFHI will perform its inspection in accordance with the Oklahoma Standards of Practice for Home Inspectors. Minor or cosmetic defects will not be reported. The inspection fee is due and payable upon presentation of the Report and is based on a single visit to the building. Additional fees will be charged for subsequent visits required by the Customer or, if the inspector conducting the inspection is called upon to prepare for litigation, give testimony because of his inspection, or the like, such additional services are beyond the scope of this Agreement. The inspection will be conducted only on visible and accessible areas and components of the building and are limited to the apparent condition of the building on the date of the inspection. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility, etc. Conditions may exist which remain undiscovered. While the inspection reduces the risk of purchasing property, it does not eliminate such risk. CUFHI is not responsible for the failure to discover latent defects or for problems which occur or become evident after the inspection time. No invasive or destructive testing will be made. No equipment, systems or appliances will be dismantled. The moisture content of all walls, floors, ceilings, siding, etc. will not be tested. As to certain conditions, only random sampling will be conducted. The inspection report will not address the presence of radon gas, lead paint, mold, asbestos, urea formaldehyde, carbon monoxide or any other toxic or potentially harmful or flammable chemicals, outbuildings, the well system, (available at an additional charge) septic tank or other buried drainage or storage systems, the security system, the central vacuum systems, water softeners or treatment services, fire sprinkler systems, the presence of rodents, termites, woodboring insects, ants, birds or other infestation. Neither this Agreement nor the Report constitutes or should be construed to be: (a) a compliance inspection with respect to any code, standard or regulation; [B] a guaranty, warranty of policy of insurance; (c) a survey, appraisal or flood plain certification; (d) a wood-destroying organism report; (e) an opinion regarding the condition of title, zoning or compliance with restrictive covenants; (f) an environmental or engineering analysis; (g) technically exhaustive. We reserve the right to add information to this report for 72 hours. The Customer may wish to seek other advice or recommendations from appropriate professionals regarding the foregoing, conditions revealed in the Report, and areas excluded from the scope of the inspection. CUFHI assumes no liability for the cost of repair or

replacement of unreported defects or deficiencies either current or arising in the future. CUFHI liability for mistakes or omissions in the conduct of this inspection and its Report is limited to the refund of the fee paid. This limitation of liability is binding upon the customer, heirs, successors and assigns, and all other parties claiming by or through the Customer. This is the entire agreement of the parties regarding these matters. Any modification or amendment to this Agreement must be in writing and signed by the affected party. In the event any portion of this Agreement is determined to be unenforceable, the remainder of it will continue in full force and effect.

CUFHI STANDARD INSPECTION

The customer requests the standard visual inspection of the readily accessible areas of the structure. The inspection is limited to visual observation existing at the time of inspection. The customer agrees and understands that the maximum liability incurred by The Inspector/CUFHI and/or Scott Hill for errors and omissions in the inspection shall be limited to the fee paid for the inspection. It is agreed that all legal actions will be conducted in Oklahoma County.

PAYMENT

Signer is responsible for payment – I acknowledge **Call Us First Home Inspection** is an LLC.

FEE: \$ _____ DATE: _____

CUSTOMER SIGNATURE: _____

- WE ONLY ACCEPT **CASH, CHECK AND CREDIT CARD** PAYMENTS -

All items should be repaired before closing. This form is trademarked and cannot be reproduced without written permission of Buyer or Call Us First Home Inspection.

Contract Version 1.1 – Created May 25, 2018