



Main Inspections, LLC

06/19 - WA

The address of the property is: 7048 Country Village Drive SW, Tumwater, WA, 98512, .

Fee for the inspection is \$565.75.

THIS AGREEMENT made this 2024-05-02, by and between Karen and Alan Wirth and Main Inspections LLC

Main Inspections LLC (hereinafter "INSPECTOR") and the undersigned ("CLIENT"), collectively referred to herein as "the parties." The Parties understand and voluntarily agree as follows:

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. SCOPE OF INSPECTION: The scope of the inspection is strictly limited as set forth in this Agreement. The parties understand and agree that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies, including but not limited to, basement flooding, basement seepage and roof leakage, are excluded from this inspection. The parties agree that the inspection will be performed in compliance with WAC 308-408C, licensing law which regulates Washington home inspectors. The Washington Home Inspector Standards can be viewed at <http://ashiww.org/wpcontent/uploads/2015/04/SOP.pdf>, as amended, as well as the American Society of Home Inspectors (ASHI) Standards of Practice, most current edition, shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. Copies of these standards are available upon request. Where the Washington Standards and the ASHI Standards are found to be in conflict, the Washington Standards shall supersede the ASHI Standards. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon – a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in a separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of

potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.

3. The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. INSPECTOR'S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. No determination of insurability will be made.

4. LIMITATION OF LIABILITY: INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal the fee paid to the INSPECTOR, and this liability shall be exclusive. At the CLIENT's option, a comprehensive inspection without limitation of liability is available. A comprehensive inspection includes a contractor, engineer and architect review of the property for a minimum fee of \$3,000. A comprehensive inspection requires a separate contract.

5. INSPECTOR does not perform engineering, architectural, plumbing, electrical, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the INSPECTOR holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

7. SEWER SCOPE: If the Client has requested a Sewer Scope Inspection to inspect the condition of the home sewer line, and to identify components in need of immediate repair the following will apply. The inspection will include the following: a proper access into the sewer line will be attempted, a camera device is then inserted into the sewer line, the inspection process is recorded, and a report is created to outline the findings. A copy of the recording is then

provided to the homeowner. The evaluation will be based on visual observations and based upon data collected from the inspection camera equipment. The inspection and report are not intended to be technically exhaustive. Main Inspections LLC will provide a written report that is a summary of observations and unbiased opinions based on the experience of the inspector. The inspection is not complete until the written report is received. The Inspection Report outlines and defines the portions of the sewer line that were inspected and indicates any areas that were not inspected, the reason they were not inspected, and general statements of what is commonly included and excluded during an inspection. The written Inspection Report, together with this agreement, represent the final statement on the condition of the sewer line when inspected and the final statement on what was included and/or excluded in the inspection.

8. DISPUTE RESOLUTION: Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by INSPECTOR, the Inspection Report provided to the CLIENT by INSPECTOR, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the INSPECTOR hereunder, shall be submitted to Small Claims Court. If the alleged damages exceed the jurisdictional limit for Small Claims Court, the dispute shall then be submitted to Binding Arbitration before Construction Dispute Resolution Services ("CDRS"). If CDRS is unavailable, then by Resolute Systems. Any Arbitration or Legal Action must be commenced within One (1) Year from the date of the inspection; INSPECTOR shall have no liability for any claims/actions commenced more than One (1) Year after the date of the inspection.

9. ENFORCEMENT FEES AND COSTS: Any party failing to follow the DISPUTE RESOLUTION process identified above, shall be liable for all fees and costs associated with compelling/enforcing compliance with the DISPUTE RESOLUTION process.

10. SEVERABILITY: If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

11. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.

12. PAYMENT: Payment is expected prior to when the report is delivered. A 10% late fee (per month) will be charged for all late payments. All costs, including but not limited to, collections, liens & legal fees to recover past due payments will be added to the customer final bill. A \$50.00 fee will be added to all returned checks. If electing to pay with a credit or debit card, a 3% convenience fee will be added to the total inspection fee.

12. Same day cancellation or failure to cancel an appointment prior to day of scheduled home inspections will result in a charge of a late cancellation fee in the amount of 50% of the agreed

upon inspection fee.

13. You may not assign this Agreement. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so for all Clients and/or intended beneficiaries.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

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Matt Main, Owner, Main Inspections LLC

P: (253) 279-3525 | E: matt@main-inspections.com

LICENSE #: 20123246

Date:2024-05-02

Cell Phone: 253-279-3525

Email Address: matt@main-inspections.com

By signing below, I agree to all terms and conditions outlined herein.

*Karen Ann Wirth*

Karen Ann Wirth

On Sunday, April 28th 2024, 11:10 am PDT

From 174.227.65.1