

Pre-Inspection Agreement

THIS AGREEMENT CONTAINS A LIMITATION OF LIABILITY ON THE PART BULLDOG PROPERTY INSPECTION SERVICES LLC. AND THE HOME OWNER(Prospective Buyer). PLEASE READ IT CAREFULLY. THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.

CUSTOMER _____ Inspection Date _____
Inspection Address: _____ City _____ State _____ Zip _____
Inspection Fee \$ _____ Email Address _____ Phone: _____
Inspector's name: _____,

BULLDOG PROPERTY INSPECTIONS-WaltVic SERVICES LLC, (including its employees, subcontractors, agents, and inspectors), hereinafter referred to as "COMPANY" will perform a one time visual inspection in accordance with the INSPECTION LAWS OF THE UNITED STATES, I.E the STANDARDS OF PRACTICE and CODE OF ETHICS of ASHI, copies of which are available on ASHI.com Property Inspectors may only report on readily accessible and observed conditions as outlined in this pre-inspection agreement, and thereunder including, but not limited to, the Code of Ethics and Regulations and the Standards of Practice as provided in ASHI bi-laws. Property inspectors are not permitted to provide engineering or architectural services. Prior hereto, there has been no agreement between the parties other than that a COMPANY Inspector would meet CUSTOMER at the premises to possibly enter into this agreement. All prior agreements, both real and imagined, both oral and written, are merged into this pre-inspection agreement and it alone sets forth all the terms and conditions of the agreement between the parties. No CUSTOMER changes are valid unless approved in a separate writing, signed by an officer of the COMPANY. If the Report is sent to CUSTOMER over the internet, COMPANY assumes no liability if CUSTOMER is unable to download or view the electronic version of the Report.

THE WRITTEN REPORT WILL INCLUDE THE FOLLOWING ONLY: structural condition, electrical system, plumbing, water heater, heating system, air conditioning system, condition of major systems, general interior including ceilings, walls, floors, windows, insulation, and attic ventilation; general exterior including roof, gutter system, chimney, drainage, grading. It is understood and agreed that this inspection will only be of readily accessible areas of the dwelling and is limited to visual observations of apparent conditions existing at the time of the inspection. CUSTOMER acknowledges that the Report is not to be considered a substitute for a seller's Property Condition Disclosure Statement.

THE INSPECTOR IS NOT REQUIRED TO: move furniture, personal goods or equipment that may impede access or limit visibility. The Inspector is not required to evaluate or inspect the following: intercoms, security systems, fences, timers, backflow preventers, water conditioning equipment, cosmetic items, swimming pools, hot tubs, whirlpools, jacuzzis (and ancillary components), wells, cesspools/sewer pipes, the presence/absence of rodents or insects, security, telephone, wiring circuit logic and switch locations, music and computer systems, central vacuum systems, water softeners, radiant heat systems, internal component heat exchangers, thermostatic or time-clock controls, fire and smoke detectors, sprinkler systems, sheds, or other "out-buildings", fire and safety equipment. Design problems and adequacies are not within the scope of the inspection. The Inspector will not determine the operational capacity, quality or suitability for a particular use of the items inspected. The inspection does not determine compliance or noncompliance with manufacturer's specifications; past or present. Soil conditions, geological stability, engineering analysis are beyond the scope and purpose of this inspection and are not included in this report. This is not a compliance inspection or certification for past or present governmental codes, rules or regulations of any kind. NO search or check of municipal records or property boundaries (land survey) is included. Latent, hidden and concealed defects and deficiencies are excluded from the inspection and report. The inspection and report do not address and are not intended to address the presence or danger from any potential harmful substances and environmental hazards including but not limited to radon gas, carbon monoxide, lead, lead paint, asbestos, Chinese drywall, sound proofing, buried or above ground fuel storage tanks, urea formaldehyde, various molds and spores, water quality, toxic or flammable chemicals or gases and water and airborne hazards. The inspector is not required to climb on the roof, enter crawl spaces or attics where the ceiling height is less than 4 feet, lacks flooring, or otherwise inaccessible, and does not perform invasive procedures: equipment, items and systems will not be dismantled. Areas above ceilings are inaccessible, including dropped ceilings. The inspector only uses normal operating devices and performs no destructive or disruptive testing procedures.

NOT A WARRANTY The parties agree that COMPANY and it's employees and agents, assume no liability or responsibility for the cost of repairing or replacing any reported or unreported defects of deficiencies, either current or arising in the future, or for any property damage, consequential damage, or bodily injury of any nature. **LIMIT OF LIABILITY:** It is understood and agreed that should [Bulldog] and/or its agents or employees be found liable for any loss or damages resulting from a failure to perform any of its obligations, including but not limited to negligence, breach of contract or otherwise, the liability of [Bulldog] and/or its agents or employees shall be limited to a sum equal to the amount of the fee paid by the client for this inspection and report. **THE INSPECTION AND REPORT ARE NOT INTENDED TO BE A GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM, OR SYSTEM. COMPANY IS NOT AN INSURER OF ANY INSPECTED CONDITIONS.**

DISPUTES: It is specifically agreed that no lawsuit or other type of claim of any kind arising out of or in any way relating to this AGREEMENT, the inspection or the Report shall be made unless each of the following conditions is satisfied first, in order: Written notice of the claim must be given to the COMPANY on or before the 10th day after the date of discovery of a claimed defect or the date said claimed defect should have been discovered. The notice shall: (a) describe the claim including what the CUSTOMER believes COMPANY did or failed to do; (b) state why CUSTOMER believes the COMPANY is responsible; (c) state what CUSTOMER believes COMPANY should do about it and; (d) offer to allow COMPANY to re-inspect as required in the following paragraph. Notice shall be sent by Certified mail, RRR to BULLDOG Property INSPECTION SERVICES LLC 5018 Charles Street, Omaha NE 68132.

_____ Customer Signature _____ Date BULLDOG PROPERTY INSPECTIONS WaltVic SERVICES LLC

CUSTOMER: I have read this agreement prior to the Inspection, INCLUDING THE LIMITATION OF INSPECTORS LIABILITY ABOVE