

PARKMAN HOME INSPECTIONS, LLC

5885 Cumming Highway, Suite 108-B222

Sugar Hill, GA 30518-8921

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e-mail: info@parkmanhi.com

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Revision A: 12-Feb-2008

AGREEMENT FOR ENGINEERING INSPECTION SERVICES

PLEASE READ THIS AGREEMENT CAREFULLY

THIS AGREEMENT is made by and between Parkman Home Inspections, LLC (hereafter called the "COMPANY") and the Client(s) as indicated below (hereafter called the "CLIENT").

WITNESSETH: In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Michael V. Parkman, P.E., Georgia Registered Professional Engineer, PE License #029275, d/b/a Parkman Home Inspections, LLC (the Company), will perform for the client a visual inspection of residential property for the purpose of rendering an Engineering Opinion and Recommendation. The Company will produce a computer-generated inspection report, complete with digital color photographs and Georgia Seal, uploaded to the Company's web site (www.parkmanhi.com) for client access the same day as the inspection.
2. Client agrees that services as performed and reported are not Technically Exhaustive. An Exhaustive analysis involving intrusive or destructive sample gathering, laboratory testing, long-term trend identification, radiography ("x-ray"), or other simulation, mathematical, or computer modeling is beyond the scope of the services. The Company's examination and reported opinion are a result of the visual observations, measurements, and data collected and reported on, and as of, the date of the report.
3. While the Company believes its collection methods, evaluations, and opinions to be consistent with good Engineering Practice and the industry standard American Society of Home Inspectors' Standard of Practice, the Company cannot warrant or guarantee any condition observed, reported, or advised on at the date of inspection from future unforeseen events, including damage, peril, injury, or loss to persons or property. Therefore, the client hereby releases now and in the future Parkman Home Inspections, LLC, its employees, owner, or assigns, from any and all liability for any damage, peril, injury, or loss of any kind.

4A. The FEE SCHEDULE for inspection services is set forth at the Company's web site, <http://www.parkmanhi.com>. The inspection FEE is due and payable by cash,

check, or credit card at the conclusion of the inspection. The inspection fee that is due and payable to the Company is agreed to with the Client when the inspection is scheduled. Hourly fees are billed in quarter-hour increments. Payment may be made in person at the inspection or on the Company's web site upon report upload. Acceptance of this Inspection Agreement is also an agreement to pay the inspection fee and any penalty fees that may apply, as specified below:

4B. PENALTY FEE(S) due from the CLIENT and payable to the COMPANY for late payment, late notice cancellation, or returned payment are as follows:

Returned Payment (Insufficient Funds) Fee - \$25.00 each occurrence;

Late Payment Fee - \$25.00 if payment not received within ten (10) days after the day of the inspection, and \$25.00 each 30 day period thereafter;

Late Notice Cancellation Fee – When an inspection is scheduled, the COMPANY reserves that time period for the exclusive use of the CLIENT. If an inspection is abruptly cancelled, the CLIENT understands the COMPANY loses revenue for that time period. Therefore, the CLIENT will pay a cancellation fee if a scheduled inspection is cancelled LESS THAN 24 HOURS before the scheduled inspection start time. The Cancellation Fee shall be 10% of the scheduled inspection fee or \$50.00, whichever is greater. The COMPANY may waive this fee if: 1) the inspection is re-scheduled with the COMPANY; or, 2) the real estate purchase contract has been terminated. It is the CLIENT'S responsibility to ensure that the property is under a purchase contract, or that the CLIENT has permission to inspect the property, before scheduling an inspection with the COMPANY.

5. This agreement is between the client and Company and is not transferable.

6. THE INSPECTION AND REPORT DO NOT ADDRESS, AND ARE NOT INTENDED TO ADDRESS, THE POSSIBLE PRESENCE OF OR DANGER FROM ASBESTOS, RADON GAS, LEAD PAINT, UREA FORMALDEHYDE, SOIL CONTAMINATION, OTHER INDOOR AND OUTDOOR POLLUTANTS, TOXIC OR FLAMMABLE CHEMICALS, WATER OR AIRBORNE-RELATED ILLNESSES OR DISEASE, AND ALL OTHER SIMILAR OR POTENTIALLY HARMFUL SUBSTANCES. THE CLIENT IS URGED TO CONTACT A COMPETENT SPECIALIST IF INFORMATION, IDENTIFICATION, OR TESTING FOR THE ABOVE IS DESIRED. In addition, the presence or absence of rodents, termites, and other insects are also not covered or required by this inspection, but may be commented on as a courtesy to the CLIENT if seen by the inspector.

7. Because of the above limitations, the INSPECTION cannot be expected to uncover all defects or deficiencies within the structure, systems, or components. The parties agree that the COMPANY, and its employees and agents, assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. THE INSPECTION AND REPORT ARE NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, EFFICIENCY OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. The inspection and report is also not a

certification of any kind. The parties further agree that the maximum liability of the COMPANY, and its employees and agents, for any loss or damage, in the event the COMPANY, or its employees or agents, are negligent, in breach of contract, or otherwise at fault in the performance of its obligations, shall be limited to a sum equal to the COMPANY'S fee for the inspection service. The COMPANY shall not be construed as insuring against any defects or deficiencies not contained in the inspection report and subsequently discovered by the CLIENT.

8. In the event of a discrepancy, dispute or claim arising from the performance of the INSPECTION by the COMPANY and/or its inspectors, the CLIENT agrees to promptly notify the Company in writing by U.S. Certified Mail. CLIENT guarantees the COMPANY the right to examine the subject matter of any claim, prior to the CLIENT'S performance of any remedial action (unless of an emergency nature or for the safety of persons or property). This is a condition precedent to CLIENT'S claim.

9. Any controversy or claim arising out of or related to this Contract, or any breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon award rendered by the arbitrators may be entered in any court having jurisdiction. Any such claim shall be waived unless the demand for arbitration shall be made within one (1) year from the inspection date. If a legal action or demand is filed by the CLIENT against the COMPANY and/or its inspectors, and the COMPANY and/or its inspectors successfully defends the claim of the CLIENT, the CLIENT agrees to pay the COMPANY, and/or its inspectors, reasonable attorney's fees, court costs, administrative fees, and any other costs and expenses incurred in defending against such claim.

10. If CLIENT is married, CLIENT represents the actual authority to sign for CLIENT'S spouse.

11. A facsimile (FAX), electronic message (E-mail), photocopy, or other electronically based media form of this Agreement and any electronic signatures hereunder (the "I Agree" button) shall serve to establish the same legal authority as an original, signed, paper document.

12. If a paragraph, clause, sentence or other part of this Agreement is for any reason held to be invalid or unenforceable in any respect, such a decision shall not affect the remaining portions of this Agreement, which shall continue in full force and effect.

13. This Agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties, and their heirs, executors, administrators, successors and assigns.

The undersigned has read, understood, and accepted the terms and conditions of this agreement and agrees to pay the charges specified above.

CLIENT INFORMATION & SIGNATURE PAGE

Please complete and sign the form below, then return this entire page.

PARKMAN HOME INSPECTIONS, LLC
5885 Cumming Highway, Suite 108-B222
Sugar Hill, GA 30518-8921
Phone: 770-868-9651; FAX: 770-234-6038

e-mail: info@parkmanhi.com
web: www.parkmanhi.com

Reference: AGREEMENT FOR ENGINEERING INSPECTION SERVICES,
Revision A: 12-Feb-2008

CLIENT INFORMATION (Please Print)

First & Last Name: _____

Phone Number(s): _____

E-Mail Address: _____

INSPECTION PROPERTY INFORMATION (Please Print)

Street Address/Lot #: _____

Subdivision Name: _____

City, State, ZIP: _____

REAL ESTATE AGENT INFORMATION (Optional) (Please Print)

Real Estate Agent Name: _____

Real Estate Agent Company: _____

Real Estate Agent Phone: _____

Real Estate Agent E-Mail: _____

The undersigned has read, understood, and accepted the terms and conditions of the above referenced Agreement and agrees to pay the charges specified therein.

Client(s) Signature: _____ **Date:** _____

Client(s) Signature: _____ **Date:** _____