

Wood Infestation (Pre-Inspection Agreement)

PEACH Inspections (610)917-1096 518 Kimberton Road, PMB 311, Phoenixville, PA 19460

Fee for the wood infestation inspection service \$90

Property Address: _____

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____ (hereinafter, "Client") and Peach Inspections (hereinafter "Inspector") agree as follows:

1. Limited visual inspection for infestation: PEACH agrees to perform a limited visual inspection of the property and to provide CLIENT with a written report informing CLIENT apparent of evidence wood destroying insect infestation based upon a careful visual inspection of the readily accessible areas of the structure inspected at the time of the inspection.

2. Scope of inspection: This is a limited visual inspection of the structure in readily accessible areas. The inspection includes probing and/or sounding of unobstructed and accessible areas to determine the presence of visual evidence of wood destroying insect infestation. Wood destroying insect infestation and damage may exist in concealed or inaccessible areas. This is not an inspection for structural damage caused by infestation. Future infestation is beyond the scope of this inspection, such as an appearance of a termite swarm, or old inactive infestation turning active.

3. Inspection restrictions: No inspection was made in areas which required the breaking apart or into, dismantling, or moving of any object, including but not limited to dirt, debris, moldings, floor coverings, wall coverings, siding, drop ceilings, insulation, furniture, appliances, and/or personal possessions; nor were there areas inspected which were obstructed or inaccessible for physical access on the date of the inspection.

4. This is not a warranty or guarantee: PEACH is not selling CLIENT a warranty of the property or a guarantee that future infestation will not happen or will not be discovered. The report of the inspection is not intended to make any representation regarding the presence or absence of latent or concealed infestation or structural defects that are not reasonably ascertainable. No warranty or guarantee is expressed or implied concerning any present or future infestation, latent or concealed infestation, previous treatment, or structural defects caused by infestation.

5. Limitation of Liability: The Client agrees that total liability of the Inspector for any and all damages whatsoever arising out of or in any way related to this Agreement shall not exceed the fee paid to the Inspector hereunder.

6. Prior infestation or treatment: PEACH recommends that the CLIENT ask the property owner to disclose information regarding any knowledge of prior infestation or treatment for infestation. If the property has been treated, the company that performed the treatment must be contacted for information about the treatment and any warranty or service agreement. If CLIENT is purchasing the property, this action should be taken prior to closing.

7. 90-day limit: This report shall be considered invalid for purposes of securing a mortgage and/or settlement of property transfer if not used within ninety (90) days from the date of the inspection. This shall not be construed as a 90-day warranty or guarantee.

8. Waiver of Statute of Limitations: Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be commenced within one year of the date of the inspection, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

9. Notice and Waiver Clause: Any claim arising out of or related to any act or omission of the Inspector in connection with the inspection of the property shall be made in writing and reported to the Inspector within fourteen (14) business days of discovery and to allow Inspector a reasonable opportunity to re-inspect the issue giving rise to the claim before undertaking any repairs. Client agrees that a failure to comply with the terms of this paragraph shall constitute a waiver of such claim.

10. Parties agree to attempt to meet prior to any written notification from client.

11. Dispute Resolution; Binding Arbitration: Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the Rules and procedures of the American Arbitration Association. CLIENT agrees to pay all required filing fees. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any court of competent jurisdiction.

12. Attorneys Fees Clause: In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

13. Severability Clause: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. Integration Clause: This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties and shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

15. Binding on Others Clause: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective spouses, heirs and successors.

16. No Rule Of Construction: The parties acknowledge that each of them has had ample opportunity for their own counsel to participate in negotiating and drafting this Agreement. Therefore, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.

17. Non-Waiver Clause: The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

CLIENT has read the AGREEMENT and agrees to all the terms and conditions of the AGREEMENT.

For PEACH Inspections

CLIENT or REPRESENTATIVE

Date