

Wood Infestation (Pre-Inspection Agreement)

PEACH Inspections (610)917-1096 PO Box 70 Wagontown, PA 19376

Fee for the wood infestation inspection service:

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. PLEASE READ CAREFULLY:** The Client understands and agrees that the Company is not an insurer and that the payment for the inspection and report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the report as described herein. The Client further understands and agrees that it is impracticable and extremely difficult to fix actual damages, if any, which may result from a failure to perform such services. Thus, the Client agrees that the sole and exclusive remedy for any claims against the Company, including claims for, but not limited to, breach of contract, any form of negligence (except gross negligence), fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the inspection or report, is limited to an amount equal to the inspection fee multiplied by two (2), as liquidated damages and not as a penalty. The Client releases the Company from any and all additional liability, whether based on contract, tort, or any other legal theory. The Client understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision.
- 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. BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY:** Any dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the inspection or the report shall be submitted to final and binding arbitration as conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC. The decision of the arbitrator appointed by Construction Dispute Resolution Services, LLC shall be final and binding and judgment on the decision may be entered in any Court of competent jurisdiction. All proceedings to take place in the state where the services are performed. NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.
- 12. 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.
- 13. Integration Clause:** This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof, and supersedes 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.

14. 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.

15. 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.

16. 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 **President**

CLIENT or REPRESENTATIVE Date