



## PROPERTY INSPECTION AGREEMENT IMPORTANT AGREEMENTS AND LIMITATIONS

This report was written in accordance with Standards of Practice of Ohio Department of Commerce (Division of Real Estate) by which we are regulated.

THIS AGREEMENT is made on by and between *Sutton Inspection & Consulting, LLC* and the undersigned (hereinafter "CLIENT"). The Parties Understand and Agree as follows:

**Click Here>>**  **Scope of Inspection:** This is a visual inspection and as such we inspect only what we see. We do not disassemble anything. We do not inspect for any environmental issues such as lead paint, asbestos, etc. We do not inspect for building codes, soil analysis, and adequacy of design, capacity, efficiency, size, value, flood plain location, pollution, or habitability. Other items not included are listed below. Please remember that older houses do not meet the same standards as newer houses even though items in both might be performing the function for which they are intended. We do not hold ourselves to be specialists for any particular item, nor are we engineers. We are a general real estate inspection company. This inspection report covers only the items listed in the report, which are reasonably observable, and is based only on the present condition of those items. For example, we do not move furniture, rugs, paintings, or other furnishings. There is no responsibility expressed or implied for latent defects, for defects not reasonably observable at the time of the inspection, or for defects that would require the removal of major or permanent coverings for observation. There is no representation to be made concerning the condition of any item other than the operability, and no representation is made as to the future performance of any item. *Sutton Inspection & Consulting, LLC* inspection report is not a warranty of items in your home. If client(s) require a warranty or guarantee this must be obtained from a separate warranty provider and as such, this report is prohibited from being used for Home Warranty /or Insurance Underwriting purposes. Any item noted in the inspection report as not functioning, in need of repair, replacement, or further evaluation by a specialist, the Purchaser agrees to and is responsible for contacting a qualified specialist to make further evaluations of the item before the home is purchased.

The inspection and report will not address and are not intended to address the possible presence or danger from potentially harmful substances and environmental hazards, including but not limited to lead, urea formaldehyde, toxins, carcinogens, mold, mildew, asbestos, flammable substances, and contaminants in soil, water, or air.

*Sutton Inspection & Consulting, LLC* does not inspect for the presence or absence of wood-destroying insects/organisms. Wood-destroying insects/organisms include, but are not limited to: termites, other wood-destroying insects, as well as fungus and/or molds. Client(s) agrees to obtain a separate Wood Destroying Insect/Organism Inspection Report before closing from a licensed Pest Control company authorized to perform Pest Control services.

*Sutton Inspection & Consulting, LLC* does not inspect (will note presence of) security systems, fire suppression systems, lawn sprinkler systems, pools/spas, well /or septic systems. ***Lawn Sprinklers and Pools/Spas, if present, can be an added inspection if Client(s) elect to have this inspection completed.*** Recommend Fire Suppression, Well and Septic systems to be performed by a licensed plumber or install professional.

**Click Here>>**  **Dispute Resolution:** In the event a dispute arises regarding this inspection, the purchaser agrees to notify *Sutton Inspection & Consulting, LLC*, so as to give a reasonable opportunity to reinspect the property. Purchaser further agrees that *Sutton Inspection & Consulting, LLC* can either conduct the reinspection itself or can employ others (at its expense) to reinspect the property, or both.

**Click Here>>**  **Defense Costs:** In the event the purchaser files suit against *Sutton Inspection & Consulting, LLC* or its inspector, the purchaser agrees to pay all the company's legal fees, costs of expert witnesses, court costs, cost of depositions, and all other such expenses incurred by *Sutton Inspection & Consulting, LLC* if the purchaser fails to prevail in the lawsuit.

