A Closer Look, LLC
Invoice / Inspection Agreement

A Closer Look, LLC DBA A Closer Look – Home Inspector (ACL-HI)
829 Tiburan Ln NE - Cedar Rapids, IA 52402 - (319) 310-8537

In consideration of the promises made herein, the undersigned agree as follows:
Client(s):
Property Address: , ,
Phone #:
Inspection Date:

Attendance: ☐Buyer ☐Buyer's Agent ☐Seller ☐Listing Agent

TO: A CLOSER LOOK,LLC: $ (Enjoy a $20 discount if paid at the inspection.)

☐ Paid in full X_____ ☐

TO: TIMMERMAN RADON TESTING: $

☐ Paid in full X_____ ☐

Please make out a **separate** check made out to:
Timmerman Radon Testing – 1200 Rainbow Blvd, Hiawatha IA 52233 319-213-0228

TO: ALIAS THE BUGMAN: $

☐ Paid in full X_____ ☐

Please make out a **separate** check made out to:
Alias The Bugman - – PO Box 247 – North Liberty, IA 52317 319-665-2847

FOR: CLIENT

* You agree to make a prompt payment if for any reason funds are not sent to their respective companies when the transaction is completed.

ACKNOWLEDGEMENT:

PLEASE READ THIS INSPECTION AGREEMENT CAREFULLY. THIS DOCUMENT EXPLAINS THE SCOPE OF THE INSPECTION, LIMITS OF THE INSPECTION, GENERAL EXCLUSIONS, TERMS AND CONDITIONS, LIMITATIONS OF LIABILITY, AND AN ARBITRATION AGREEMENT. THIS AGREEMENT WAS NOT ENTERED INTO BY EITHER PARTY UNDER DURESS FROM THE OTHER PARTY OR ANYOTHER PERSON OR PERSONS AND AMPLE TIME WAS OFFERED TO FULLY READ AND UNDERSTAND THIS AGREEMENT BEFORE SIGNING IT. You may call for an explanation of this agreement or any aspect of the report which you do not fully understand.

ANY LOSS OR DAMAGE OF ANY KIND DUE TO ERRORS OR OMISSIONS BY THE COMPANY IN COMPLETING THE INSPECTION OR WITHIN THE WRITTEN INSPECTION REPORT IS LIMITED AND FIXED TO A REFUND OF THE LISTED INSPECTION FEE PROVIDED ON THE FIRST PAGE OF THIS AGREEMENT. THERE WILL BE NO RECOVERY FOR SECONDARY OR CONSEQUENTIAL DAMAGES BY THE CLIENT OR ANY OTHER PARTY.

I, the undersigned, have carefully read the following Inspection Agreement and fully understand and agree with the limitations, exclusions and terms described.

or representative signature: X_____

Agent:

Authorized ACL-HI Signature:_____

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Limited Inspection / Scope of Inspection. A Closer Look – Home Inspector**,** (hereinafter referred to as the "Company") will perform a limited visual inspection (the "Inspection") of the property located at the address listed above. The purpose of the Inspection is to report the general condition of the home and identify and disclose major defects and deficiencies of the inspected systems and components which existed at the time of the Inspection and which are evident to the Company upon ordinary visual observation. Pictures in the report are examples and more instances may exist. Some concerns may not include pictures in the report. Systems and components to be inspected include: exposed and visible foundations and structures, exteriors, roofing, plumbing, electrical, attic, interiors, bathrooms and kitchen, basement and crawlspaces, heating and central air conditioning, and garage or carport. Minor and cosmetic defects may be listed in the report for maintenance purposes but it is not the intent, nor will the Inspection report identify and list all minor and cosmetic defects.

1. Client Participation. The Client is welcome to accompany the Company during the Inspection. Client participation shall be at the Client's risk for personal injury or damage to person or property for any reason or from any cause.

2. Payment. Payment is due at the time of the Inspection. Any fee hereunder not paid within ten (10) days of the Inspection date will begin accruing a service fee in the amount of 1.5% monthly or 18% per annum.

3. Non-transferability. The Inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the Client(s). The Inspection report is not transferable. The Client recognizes that this report is solely for the benefit of the Client and that any person or party designated by the Client to receive information in this report shall be subject to the terms and conditions contained herein. Any such designation shall be provided in writing to the Company prior to the Inspection.

4. Limits of the Inspection. The Inspection is limited to the readily accessible and visible systems, equipment and components of the home. The Company will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this Inspection or otherwise to expose concealed or inaccessible conditions. The Inspection will not include destructive testing of any kind.

5. General Exclusions.

a. Conditions. The following conditions are NOT within the scope of the Inspection: Water or air quality; Presence of toxic or carcinogenic matter emitted from the ground, building materials, in water or air supply or from the operation of any equipment; Items that are obstructed, inaccessible or not in plain view; Mold or mold type; and Animal or insect infestations. Examples of the conditions excluded above include, but are not limited to, the presence or absence of asbestos, lead paint, radon, urea formaldehyde insulation, or termite/pest infestation of any kind. It is the responsibility of the Client to conduct further Inspection by qualified consultants to disclose the presence of these contaminants and the means of remediation.

b. Components / Systems. The following components or systems are NOT within the scope of the Inspection: security systems; appliances; playground equipment; swimming pools; hot tubs/spas; lawn sprinkler systems; intercom and audio systems; antennas; central vacuums; solar systems; water softeners and filters; laundry system; wells; septic systems; latent defects; adequacy of system designs; zoning or building code compliance.

7. No Guaranty or Warranty. The Inspection and any report provided by the Company related to the Inspection shall not be deemed a guarantee or warranty that the items inspected are defect-free, or that concealed defects do not or will not exist. Problems may exist even though signs of such may not be present during the Inspection.

8. Not a Code or All Inclusive Inspection. No representations are made as to compliance with any state, local, or federal building or heath codes or regulations. The inspection does not include building permit searches, code or zoning violations, boundaries or easements or right-of-ways, building value appraisal, or repair cost estimates. The Inspection is not a search for defective or recalled products or manufacturer installation specifications have been followed.

9. Seller Disclosure / Concealed Deficiencies. The Inspection is not a substitute for the Seller's disclosure statement or for any other disclosure or statements required by law. The Client agrees not to hold the Company responsible for any defects that may have been disguised or hidden by the Sellers or for any non-disclosure of property conditions that are the responsibility of the Seller to disclose under Iowa law.

10. Not Technically Exhaustive. The Inspector is not an expert in every craft or profession. Therefore, the home inspection is a limited inspection and is NOT TECHNICALLY EXHAUSTIVE. If the Client desires a technically exhaustive inspection, the Client should hire professionally trained and licensed contractors in each field as well as engineers and architects, etcetera to inspect all components, systems, equipment, structure, etcetera of the property. The estimated cost of a technically exhaustive inspection will vary from property to property, but could cost in excess of $3,000.00.

11. No Third Party Dissemination. If a formal written report is furnished by the Company to the Client or to the client's agent, the client agrees to maintain the confidentiality of any such inspection report and to reasonably protect the report from distribution to other parties that may have an interest in the inspected property. If the client directly or indirectly provides any such report to any other interested parties, the client agrees to indemnify and hold the Company harmless if any third party brings a claim against the Company relating to the inspection or any report related thereto. The Company has no relationship to and accepts no responsibility for the use of the inspection report by other parties.

12. Re-Inspection. The Client agrees to allow the Inspection Company to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the Inspection Company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims Client may have against the Company.

13. Limitation of Liability. It is understood and agreed that the Company is not an insurer and that the Inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The Client hereby releases and exempts the Company and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature. **ANY LOSS OR DAMAGE OF ANY KIND DUE TO ERRORS OR OMISSIONS BY THE COMPANY IN COMPLETING THE INSPECTION OR WITHIN THE WRITTEN INSPECTION REPORT IS LIMITED AND FIXED TO A REFUND OF THE LISTED INSPECTION FEE PROVIDED ON THE FIRST PAGE OF THIS AGREEMENT. THERE WILL BE NO RECOVERY FOR SECONDARY OR CONSEQUENTIAL DAMAGES BY THE CLIENT OR ANY OTHER PARTY.**

14. Arbitration. The Client acknowledges that the Inspection and any inspection report are not intended to be a warranty or guarantee. Any dispute, controversy, or claim by the Client shall be submitted to final and binding arbitration under the rules and procedures of the expedited arbitration of home inspection disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed shall be final and binding, a judgment and award may be entered in any court of competent jurisdiction. The Client understands and agrees that in any such Arbitration all of the limitation provision of this Agreement shall apply. The Arbitrator appointed should be knowledgeable within the home and inspection industry.

15. Limitation on Time to make Claim. In the event a problem or concern shall development regarding the inspection or the services provided to the Client by the Company, the Client shall notify the Company in writing within five (5) business days from the date the problem is first discovered. Any formal claim made against the Company must be made in writing and mailed by certified or registered mail within 60 days of the date of the inspection. After the expiration of the 60 day period, the Client shall be forever barred from bringing claim against the Company arising from the services performed by the Company hereunder. The Client further agrees to allow the Company to re-inspect any claimed deficiency before the Client or Client's agents, or other parties repair, replace, alter or modify the claimed deficiency with the exception of emergency conditions. The Client understands and agrees that any failure to notify the Company within the timeframes as stated above or failure of the Client to provide the Company an opportunity to investigate the claim shall constitute a waiver of any such claim the Client may have against the Company.

16. Legal Fees. If the Client requests Arbitration or files a lawsuit against the Company and the Company prevails, or if the Client is unwilling to accept settlement of the Claim in the amount of the inspection fee, Client agrees to reimburse the Company for its reasonable attorney's fees, arbitrator fees and other associated costs incurred in the Arbitration process or lawsuit.

17. Unsigned Inspection Agreement. If the Client is not present at the inspection and does not sign this Agreement, the Client agrees to read, sign and return this agreement upon receipt of any inspection report prepared by the Company. The Client acknowledges and agrees to be bound by the terms and conditions of this agreement by accepting any report provided by the Company hereunder and paying the inspection fee.

18. Final Walk Through. The Client is advised to inspect the premises personally immediately prior to closing to confirm that nothing has been changed, altered, or damaged. Warning is hereby given that although the inspected property and/or equipment may have been in functional condition at the time of the inspection, the condition thereof may have changed thereafter, or later malfunctioned, or may have been altered or exchanged.

19. Entire Agreement. The Client agrees that this agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties and supported by valid consideration.