



AUTHORIZATION AND CONTRACT FOR INSPECTION SERVICES

THIS AGREEMENT for Inspection Services, made and entered into this day between "CLIENT"; and Apple Inspections, LLC hereinafter referred to as "EXAMINER". In consideration of the promises and terms contained in this Agreement, the parties agree as follows:

1. Client agrees to pay for inspection in full with one of the following options:
 - a. Payment at the time of inspection (check, credit card, or cash); Please note, if Client's schedule does not allow you to attend the inspection, payment must be arranged prior to the inspection by contacting Apple Inspections by phone or email.
 - b. Payment at closing; Payment to be made at closing if the intended closing date is within 45 days and inspection fee is secured by Credit Card or personal check. Please note, if your schedule (Client's) does not allow for attending the inspection, this must be arranged prior to the inspection by contacting Apple Inspections by phone or email. Examiner agrees to forward a copy of the invoice to Client's agent and/or Title Company for payment; however, it is the responsibility of the Client to make certain that payment is made.

If client fails to make such payment, client agrees to pay for all reasonable costs of collection including attorney's fees. Failure to make said payment on time may result in a late fee of \$25 and Client agrees to pay \$25 for each additional 30 days that payment is delayed (if Credit Card payment is not authorized or not accepted).

2. Examiner will undertake a visual inspection of the readily accessible areas of the major systems of the building and improvements. Examiner shall not be required to move furniture, appliances, storage or other items for the purposes of this inspection. Major systems to be inspected are: central heating, central air conditioning (weather permitting), interior plumbing, electrical system, roofing, siding, foundation, basement, insulation and ventilation. The components of such systems and the standards of conduct of the inspection shall be governed by the "Standards of Practice" of the American Society of Home Inspectors, Inc. Client was provided and link to the "Standards of Practice" in inspection schedule confirmation email. Client may also request review a copy of the Standards at time of the inspection. Client agrees to execute a pre-closing review of the building.
3. Items and conditions which are not within the scope of the inspection shall include the following: lead paint, formaldehyde, asbestos, mold, radon gas, toxic or flammable materials, kitchen appliances, pest infestations, playground equipment, swimming pools, spas, recreational equipment, laundry equipment, central vacuum systems, security systems, functional efficiency of insulation, underground or internal drainage or plumbing, systems which are shut down or otherwise secured, private sewer systems, water wells, solar heating systems, radon mitigation systems, heating system accessories and zoning ordinances and local building codes conformity. Auxiliary inspection for radon testing, or infrared camera scan is excluded unless specified above.
4. **It is understood and agreed by the parties that Examiner is neither an insurer nor guarantor against defects in the building and improvements inspected. EXAMINER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR USE OR CONDITION OF THE IMPROVEMENTS INSPECTED. It is agreed that Client will notify Examiner of any defects discovered before repairs are made.**
5. Examiner will provide its written summary of Examiner's observations within a reasonable time following the completion of the inspection. The written inspection report will only be delivered after this Agreement is signed and delivered to Examiner. In the interest of expediency, Client may request that Examiner delivers a copy of the report to their agent.

6. Client acknowledges and agrees that the liability of Examiner and his agents or employees for claims for personal injuries or property damage arising out of or related to Examiner's negligence in performing the inspection or preparing the inspection report, Examiner's breach of any obligations under this Agreement or Examiner's negligent misrepresentation, shall be limited to the amount Client paid to Examiner for the inspection services and report. Client hereby acknowledges reading, understanding and agreeing to the foregoing limit of liability.
7. Any controversy or claim between Client and Examiner arising out of or related to this Agreement shall be submitted to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration shall occur in the County in which the Examiner's principal place of business is located. Judgment on any arbitrator's award may be entered in any court having jurisdiction, and the arbitration award shall be binding on all parties.
8. Client agrees to pay Examiner's actual attorney fees and costs associated with enforcing this Agreement. In the event Client brings a claim against Examiner that is unsuccessful, Client agrees to pay Examiner's actual attorney fees and costs associated with defending said claim and enforcing any arbitration award.
9. The client agrees the Examiner shall be not held liable for any claim against all persons and/or third party entities which may have been referred by the Examiner.
10. The parties agree the laws of the state of Missouri govern this agreement.
11. The client(s) who signs this agreement hereby declares that he (she) (they) have full authority to bind every other person, who has any interest in the property, to the terms of this agreement. Signature of a spouse binds the other spouse to the terms thereof.
12. This Agreement represents the entire and integrated Agreement between the parties. This Agreement shall be amended only by written agreement signed by both parties. If any court determines that any provision of this contract is not enforceable, then the balance of those clauses shall be enforced.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES IN ACCORDANCE WITH CHAPTER 435 R.S. MISSOURI.