

702.734.5665

This contract is between the client(s) *named on Page 2* and Lookin' Good, Inc., hereafter known as The Client(s) and The Company.

The Client(s), requests a limited visual inspection, as complies with Nevada Revised Statutes 645.D and Nevada Administrative Code 645.D, of *the structure address and for an agreed upon fee as listed on Page 2*. The purpose and use of the resulting report of the inspection is for The Client(s) sole use and benefit. The Client(s) agrees to read the contract in entirety and seek legal counsel if any part is not understood. The Client(s) is bound by all the terms of this contract. The Client(s) understands and agrees to review the entire report provided by The Company. Upon receipt of said report, The Client(s) will immediately call The Company with any questions, comments or concerns. *If a re-inspect is necessary, to resolve a dispute, it must be scheduled and completed within 120 days of the original inspections date. Scheduling of re-inspects for any reason is based on availability.*

SCOPE OF INSPECTION

The scope of this inspection and report is limited to a visual inspection of the common systems and general condition of the structure. The Client(s) understands and agrees the inspection report speaks only for the condition of the property on the day and time of the inspection. There is no warranty or assurance of performance or life expectancy of any system or element of the structure. The report is independent of and is not a substitute for full disclosure from the seller.

The Client(s) understands and agrees the inspector is a generalist and is not acting as a licensed contractor, certified engineer or expert in any trade or craft. Further, the inspector does not provide estimates or approximations of the cost of a repair or is the report a substitute for a licensed expert's evaluation. If so recommended by the inspector, The Client(s) assumes full responsibility to fulfill the inspector's recommendations for evaluations by a licensed expert. The Client(s) understands and agrees to pay all expenses resulting from any recommendation.

The purpose of the inspection is to identify the condition of the systems and components of the structure. Not included in the inspection or report *are any references to building codes in violation or not*, as stated below. The scope of the inspection is limited to the areas itemized in the report. Those items excluded are expressly listed below.

OUTSIDE THE SCOPE OF INSPECTION

Any item or area closed, hidden or in anyway not visible to the naked eye or inaccessible for any reason including obstruction by walls, floors, ceilings, floor coverings, wall coverings, furnishings, soil, foliage, landscaping or locked access or any other obstruction not listed herein is outside the scope of this inspection, even if that item were ordinarily included.

In addition, the inspection expressly excludes any destructive testing or dismantling of any part of the structure. The Client(s) agrees and understands there is the possibility there are malfunctions or problems not detectable or predictable by The Company. The Client(s) understands and agrees The Company is prohibited by law from moving or rearranging any contents of the property to facilitate the inspection.

THE FOLLOWING ARE OUTSIDE THE SCOPE OF THE INSPECTION AND ARE NOT INSPECTED OR REPORTED

Condition, adequacy, existence, detection or efficiency of:

ADA, EPA and OSHA compliance when applicable,
Any feature or element that is not considered real property,
Asbestos, radon, lead, formaldehyde,
Audio systems, intercom systems,
Building codes, zoning regulations and/or ordinances,
Building values, appraisal or repair estimates,
Detached buildings,
Elevators, lifts, dumbwaiters,
Fire suppression system when applicable,
Mold or fungi,
Private water and/or sewage systems,

Radio-controlled devices and automatic gates,
Saunas and steam baths including fixtures and equipment,
Security alarms, motion or sound detectors,
Solar, wind or any alternative energy systems,
Special equipment or tools indigenous to a specific industry,
Structural stability or engineering analysis,
Swimming pools, spas, fountains, waterfalls and attending equipment
Termites, pests, birds, insects, animals, or any infestation,
Time-clock controls, landscape sprinkler systems,
Water quality, air quality,
Water softeners, water or air purifiers.

INSPECTION REPORT BENEFITS AND LIMITATIONS:

As previously stated, the report is prepared for The Client's(s) sole and exclusive benefit. The report is not transferable, may not be sold to or used by any other person(s) The Client. Subsequent persons or their agents with an interest in said property, are never a recipient of any benefit from the inspection, the report or The Company.

At The Client's(s) discretion, the report maybe distributed to their real estate agent and/or broker, the seller's real estate agent and/or broker, the seller and/or any licensed expert, licensed contractor or licensed repair person. As such discretion is exercised, The Client shall hold harmless The Company from any claim or dispute made by the seller or the seller's agent.

DISPUTES:

The Client(s) understands and agrees any claim resulting from information distributed by The Company in the inspection report or any activity occurring during said inspection are limited to the following: the claim shall be made in writing and reported to The Company within ten (10) business days of the discovery The Client(s) or their representative are restricted from making any changes or repairs to condition in dispute before The Company has reasonable opportunity to re-inspect the issue in question. The Client(s) understands and agrees failure to comply with the above stipulations constitutes a waiver of any claim.

ATTORNEY'S FEES

The prevailing party in any dispute arising from this contract, this inspection or the report shall be awarded all attorney and/or arbitrator fees and any and all other legal costs and will not include any personal expenses such as travel, food or lodging incurred in the pursuit of litigation against The Company.

LIMITATION OF LIABILITY:

The Client or their spouses, children, heirs, agents and/or any third part shall hold harmless The Company, it's inspectors, agents and employees for any and all errors or omissions occurring during inspection and/or reflected in the report. The Company's liability and the liability of The Company's inspector, agents and employees is limited to a single refund of an amount equal to the fee paid for the inspection and the report. The Client understands and agrees to be responsible for any amount greater than the fee paid.

The Client(s) understands and agrees to *indemnify, defend and hold harmless* The Company from any and all claims by any third party, spouse, children, heirs, assigns or anyone who may claim loss through The Client. This contract limits the liability of The Company to the amount of the fee paid.

ARBITRATION:

Except for disputes relating to inspection fee payments, any controversy, dispute or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of or related to the inspection or inspection report shall be submitted to and determined and settled by a final and binding arbitration in the County of Clark, Las Vegas, Nevada, pursuant to the provisions of the Nevada Uniform Arbitration Act. Within 15 days after demand for arbitration has been made, the parties shall select a mutually agreed upon arbitrator, one who is familiar with the home inspection industry. The accepted standard against which this inspection will be judged will be the current Standards of Practice of ASHI, the American Society of Home Inspectors, where pertaining.

Any award rendered by the arbitrator is final and binding on the parties. The parties are waiving their right to seek remedies in court, including the right to jury trial. Pre-arbitration discovery is generally more limited than and different from court proceedings. The arbitrator's award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrator is strictly limited.

The Client(s) understands and agrees to this Arbitration Clause: _____

INSPECTION FEE: \$ _____ **Paid: DATE** _____ **CHECK #** _____
FEE: \$ _____ **PAYPAL** **CASH**
TOTAL FEE: \$ _____

By signing below, The Client(s) understands and agrees to all the elements of this contract, pages one and two, the scope, the exclusions and limitations and the terms of disputes including the arbitration clause.

INSPECTION

ADDRESS: _____ **Date:** _____

Client(s): _____ **Date:** _____

Signed by agent for client

Print: _____

Inspector for The Company: _____ **Date:** _____
Lloyd Gibbs NV IOS # 980-GEN