

# Supreme Inspection Services Inspection Agreement

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**THIS IS A LEGALLY BINDING CONTRACT - PLEASE READ IT CAREFULLY**

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Address: 135 Main St., Las Vegas, NV

Report Number: Report Number

## **VISUAL INSPECTION DEFINITIONS AND LIMITATIONS:**

1. The Client understands and agrees that this Agreement is a part of the Inspection Report and acceptance of or payment for the Inspection Report by the Client will confirm this agreement, even if Client was not present at the inspection and/or has not signed this agreement.
2. The Client understands that the report and any information therein is intended for the sole use of the Client and shall not be used in lieu of any required Transfer Disclosure Statements and shall not be disclosed to any person or persons other than the principals associated with this single transaction.
3. Nothing in the report, and no opinion of the Inspector, should be construed as advice to the Client to purchase, or not to purchase, the property.
4. The Visual Inspection Service is performed in accordance with the Standards of Practice as required by the State of Nevada and according to these Standards a Certified Inspector shall conduct each inspection in accordance with N.A.C. 645D.460 to NAC 645D.580, inclusive. The observation is limited to a visual survey of certain fixed components and systems of a property.  
Any area which is not exposed to view, is concealed, or is inaccessible because of ceilings, walls or wall coverings, floors or floor coverings, furnishings, soils & landscape materials, or any other obstruction, is NOT included in this inspection. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection.
5. The following are NOT included in the inspection:
  - Latent or concealed defects
  - Environmental hazards or conditions, including, but not limited to, toxic, reactive, combustible, or corrosive contaminants, wildfire, odors, noise, flood potential, electromagnetic fields, underground storage tanks, asbestos, radon gas, lead paint, urea formaldehyde, PCB's, water or air quality, the proximity to toxic waste sites, or other environmental or health hazards
  - Structural, geological, soil or hydrological stability, survey, engineering, analysis or testing
  - Permit research or validation, code, installation or zoning violations
  - The examination of conditions related to animals, rodents, insects, wood destroying insects, organisms, mold and mildew, or the damage caused thereby
  - Radio controlled devices or low-voltage systems or relays
  - Security or intercom systems
  - Elevators, lifts or dumbwaiters
  - Thermostatic, time clock or photoelectric controls
  - Water softener or purifier systems
  - Furnace heat exchangers, solar heating systems and freestanding appliances
  - Window coverings
  - The examination or operation of any sewage disposal system or component including, but not limited to, septic tanks, cesspools, and/or any underground system or portion thereof, or ejector pumps for rain or waste
  - Landscape or farm irrigation systems
  - The condition and/or irrigation of trees, shrubs or vegetation of any kind
  - Any item which is hidden from view or impractical to test
  - Any system or component not listed in the State of Nevada Certified Inspector Standards of Practice and Conduct as an observation requirement
  - Any system or component, condition, or application noted in the report as not inspected, not determined, or not reported on
6. The Uniform Building Inspection Report utilizes referenced narratives corresponding to items listed on computer generated findings pages. You must read the narratives in the accompanying manual corresponding to each item on the findings pages to have read the entire report. The Client agrees to read the entire report. The Client agrees to immediately contact the Inspection Company for copies of any pages found to be missing from any part of the report.
7. The report, including the use of signifying letter codes, is the professional opinion of the Inspector, based on the

accessibility of the certain fixed components surveyed. Without dismantling parts of the building and/or its components, and without full use of all utilities, the Inspector may extrapolate conclusions which cannot be confirmed during the inspection.

8. The Inspection Company does not offer any warranty or insurance for the Client or any other person in connection with the Inspection Report. THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, OF THE INSPECTION SERVICE OR INSPECTION REPORT.

9. The Client agrees to submit to the Inspection Company, in written form, any claims or complaints prior to taking any action thereupon. Any legal action or proceeding of any kind, whether sounding in tort or contract, against the Inspector/Inspection Company or its officers, agents, or employees, must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred.

10. 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 or inspection report 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 thereunder shall be final and binding and judgement of the Award may be entered in any Court of competent jurisdiction.

11. To the extent allowed by law, it is understood and agreed by and between the parties hereto that the Inspector/Inspection Company is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by the Inspector/Inspection Company in the performance of its limited visual inspection and production of a written inspection report as described herein, that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services, and a resulting loss that the Inspector/Inspection Company's and its officers,' agents,' or employees' liability hereunder shall be limited and fixed in an amount equal to one hundred fifty percent (150%) of the inspection fee, as liquidated damages, and not as penalty, and this liability shall be exclusive.

**The fee for this inspection and report is: \$250.00**

**TECHNICAL (IN DEPTH) INSPECTION DEFINITIONS AND LIMITATIONS:**

The Technical (in-depth) Inspection Service is available at an additional cost of \$3.50 per square foot of building area plus the Visual Inspection base fees. The Technical Inspection objectives are the same as those of the visual inspection except that the Technical Inspection excludes only those items listed below. The Technical Inspection Service is performed by specialists in certain fields and is concluded when the findings of each contractor/technician have been delivered to, and compiled by, the Inspection Company. Performance of the Technical Inspection Service certifies that all defects, existing at the time of the inspection, and which adversely affect the serviceability of the inspected components and systems, will be identified. Defects existing at the time of the inspection which were not disclosed in the inspection reports will be corrected by the inspection company or its agents at no cost to the client. Toxic soils, water and air quality, environmental and/or health hazards, site stability, the condition of any and all vegetation, and other exclusions listed below are not included in the Technical Inspection.

Additional Exclusions of the Technical Inspection Service: None

**I do desire the Technical Inspection Service. (initials) \_\_\_\_\_**

**I do not desire the Technical Inspection Service and I understand that this is not a technical or in-depth inspection. (initials) \_\_\_\_\_**

CLIENT: Home Buyer (sign) \_\_\_\_\_ Date: \_\_\_\_\_

INSPECTION COMPANY: Supreme Inspection Services, LLC.

INSPECTOR: Inspector (sign) \_\_\_\_\_ Date: \_\_\_\_\_