



Advanced Structural Inspections, LLC

"For all your inspection needs"

Cloyce "Scott" Sauer, Owner
209 S. Stephanie, Ste. B240, Henderson, NV 89012
info@ScottSauer.com • www.ScottSauer.com
(702) 610-5111 Phone

PRE-INSPECTION AGREEMENT

1. **Advanced Structural Inspections, L.L.C.** will complete a property inspection in accordance with the standards of practice of Chapter 645D of the Nevada Revised Statutes and the Nevada Administrative Codes, which are available on request or can be viewed on the web at <http://www.leg.state.nv.us/nrs/nrs-645.html> and <http://leg.state.nv.us/nac/nac-645d.html>.
2. **Advanced Structural Inspections, L.L.C.** provides a conscientious but essentially visual inspection, recommendations for appropriate specialist service, and any consultation that may be necessary. In return, and in consideration of the fee, you ("Client") agree by your signature to abide by the terms and conditions of this Agreement and to the following specific conditions and stipulations.
3. **Advanced Structural Inspections, L.L.C.** will conduct an inspection of the following systems and/or components: foundation, basement, heating, air-conditioning, plumbing, electrical, roofing/attic, crawl spaces, insulation, ventilation, site drainage, living areas, chimney and exterior.
4. This Agreement has clearly defined limitations and is not a substitute for the Transfer Disclosure Statement, which the seller may be required to provide by civil code. The Inspection is performed by a generalist in a matter of hours and does not include any warranties, as opposed to that by a specialist, which could take several days to complete and could include warranties. This Inspection is not a code-compliance inspection and does not include any research, such as that necessary to establish boundaries, easements, and the issuance of permits or certificates of occupancy. This Inspection is not a specialized inspection, such as that conducted by geologists, engineers, environmental specialists, and termite inspectors, who evaluate soil conditions, determine differential settling or structural movement, test the quality of air and water, or detect the presence of pests or rodents, and harmful contaminants, such as radon, methane, asbestos, lead, formaldehyde, electro-magnetic radiation, molds and fungi, termites, and other wood-destroying organisms.
5. In accordance with Chapter 645D of the Nevada Revised Statutes and Nevada Administrative Codes, **Advanced Structural Inspections, L.L.C.** does not evaluate or endorse any concealed areas or components, such as subterranean ducts, pipes, or conduits within walls, floors, or ceilings, obstructed switches and outlets, the slab beneath carpets, the interior of heat exchangers, air-conditioning coils and supply ducts, significant portions of chimney flues, and the waterproof membrane beneath roofs, balconies or shower pans. Also, **Advanced Structural Inspections, L.L.C.** does not evaluate or endorse the following specific components: computerized systems, private sewage systems, private water supply systems, water softeners, water circulating devices, water filtration or purification devices, automatic sprinklers, the hermetic seal of dual-glazed windows or skylights, solar systems, smoke alarms, fire-sprinkler systems, shut-off valves that are not in daily use, elevators, saunas, steam showers, humidifiers, electronic air cleaners, in-line duct motors or dampers, washers, dryers, and their valves or drain pipes, condensate pumps, thermostats, timers, clocks, rotisseries, refrigerators, portable or free-standing appliances, retaining walls, landscaping or landscape items, including decorative and low-voltage lighting, portable spas, fountains and ponds, barbecues, fire-pits, pool sweep assemblies, in-line chlorinators, or similar devices dispensing bromine or ozone, and the coatings on pools, spas, countertops, fixtures, appliances, decks and walkways.

6. **Advanced Structural Inspections, L.L.C.**, does not expressly nor impliedly endorse or guarantee the integrity of any structure or component that was built or installed without the benefit of a permit, and which could include latent defects, or any item that may have been subject to a manufacturer's recall.
7. Client agrees that **Advanced Structural Inspections, L.L.C.** may report on suspicious stains or moisture damage, but that *this is not an inspection to detect mold or fungi*. That type of inspection would require the use of more advanced tools and additional time and costs.
8. Client agrees that any recommendations that **Advanced Structural Inspections, L.L.C.** may make for service, a second opinion, or permit research involving any component or condition should be completed and documented before the close of escrow, or that **Advanced Structural Inspections, L.L.C.** will be held harmless for any subsequently alleged deficiencies.
9. Client understands that **Advanced Structural Inspections, L.L.C.** and/or its members, employees and/or agents may be licensed as Nevada Real Estate Brokers and/or Agents, but in no way is the client being represented or receiving real estate advice regarding the transaction for which the Inspection is being conducted.
10. The Parties agree that **Advanced Structural Inspections, L.L.C.**, and its employees and agents, assume no liability or responsibility for the cost of repairs or replacing any unreported, latent or concealed defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. The Inspection and Inspection Report are not intended to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance, or condition of any inspected structure, item or system. The Inspection and Inspection Report are also not a certification of any kind.
11. Client agrees to hold **Advanced Structural Inspections, L.L.C.** harmless for any defects that are alleged or which should have been discovered beyond a period of two full years from the close of escrow. However, should a dispute arise during this period related to the inspection and report, or the interpretation thereof, that client will only take emergency measures and will not alter, repair, replace, correct, or modify any disputed component or condition without first giving the representatives of **Advanced Structural Inspections, L.L.C.** the right to re-inspect.
12. Client agrees that he/she will first attempt to resolve any dispute, controversy, interpretation or claim informally, including, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of tort or contract liability arising out of, from or related to this Agreement, Inspection or the Inspection Report. Should such an attempt fail, client agrees to submit the dispute to binding arbitration, and that the decision of the appointed arbitrator shall be honored and binding on the parties and entered in any Court in the State of Nevada.
13. Client agrees that should he/she initiate either arbitration or a court action without first attempting mediation, that Client shall not be entitled to recover attorney's fees and costs that might otherwise be awarded through arbitration or a court action.
14. In any action or proceeding involving a dispute between **Advanced Structural Inspections, L.L.C.** and Client arising out of the execution of this Agreement or the Inspection, whether for tort or for breach of contract, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party reasonable attorney's fees and costs to be determined by the court or arbitrator.
15. This Agreement represents the entire agreement between **Advanced Structural Inspections, L.L.C.** and the Client. No change or modification shall be enforceable against either party unless such change or modification is in writing and signed by all parties.

16. The Inspection Report is not intended for use by anyone other than the Client. No third party shall have any right arising from this Agreement or the Inspection Report. In consideration for the furnishing of the Inspection Report, the Client agrees to indemnify and hold harmless **Advanced Structural Inspections, L.L.C.**, its agents, employees, inspectors, directors, officers, shareholders, successors and assigns, for all costs, expenses, legal fees, awards, settlements, judgments, and any other payments of any kind whatsoever incurred and arising out of a law suit, cross-complaint, counterclaim, arbitration, administrative proceeding, or any other legal proceeding brought by any third party who claims that he/she relied on representations made in such Inspection Report and was damaged thereby.

17. I understand that it is my responsibility to ensure that all of the utilities are on at the property at the time of the inspection in order for **Advanced Structural Inspections, LLC** to perform a complete and thorough inspection. I also understand that per Nevada State regulation that the inspector shall not operate any system or component that is shut down or otherwise inoperable or does not respond to normal operating controls. If **Advanced Structural Inspections, LLC** returns to the property to re-inspect items or appliances, I understand and agree to pay an additional re-inspection/trip charge fee of \$125.00.

18. **Advanced Structural Inspections, LLC** will bill your inspection fee(s), to the Escrow/Title Company per your request for a fee of \$50.00 for a Home Inspection Only and \$85.00 for a Home Inspection Package. However, I understand that I am ultimately responsible for all fees related to any inspections completed by or contracted out on the below property and agree to pay them in full regardless of whether the property closes escrow or not. If the property does not close escrow within 60 days from the date of inspection, I agree to pay the balance due immediately. If the property does not close escrow, I also direct the Escrow/Title Company to withhold any and all inspection fees due to **Advanced Structural Inspections, LLC** from my earnest money deposit. I agree not to release my earnest money deposit to the sellers early or until the property closes escrow. _____ **Initial** (*optional*)

19. **LIMITATION OF LIABILITY:** It is understood and agreed that should **Advanced Structural Inspections, LLC** and/or its agents or employees be found liable for any loss or damage resulting from a failure to perform any of its obligations, including but not limited to negligence, breach of contract or otherwise, then the liability of **Advanced Structural Inspections, LLC** and/or its agents or employees shall be limited to a sum equal to the amount of the fee paid by the Client for the inspection and report.

20. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

AUTHORIZATION

I have read and understood this entire Agreement and agree to all of the terms and conditions therein and, in consideration of the fee of \$_____ I authorize **Advanced Structural Inspections, L.L.C.** to complete an inspection of the property located at _____ in accordance with the Standards of Chapter 645D of the Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC).

Client's Name Printed: _____

Client's Mailing Address: _____

Client's E-Mail Address: _____

Client's Phone Number: (_____) _____

Client's Signature X _____ Date _____

Inspector's Signature X _____ Date _____

Cloyce "Scott" Sauer