



VISUAL INSPECTION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

Property: 1713 Hilltree Drive,
Anderson Twp, OH 45255, United
States
Client: Nick Wagner

Inspection Fee: \$513.00

Additional Fees: \$460.00

Tax: \$0.00

Total: \$973.00

Inspection Date: 7/5/2023 02:00 PM

1. This agreement, made and entered into on the above Contract Date by and between the above named Client and the undersigned, an independently owned and operated Franchisee of Pillar To Post Inc., hereafter referred to as "Inspector". **Inspector will conduct a visual inspection of the Property only.** The work performed is a home inspection as defined in Ohio Revised Code Section 4764.01(c). The inspection is performed in accordance with the Standards of Practice for Ohio Licensed Home Inspectors. **This is not a Building Code inspection, title examination, nor a By-law compliance inspection.** The Inspector does not offer an opinion as to the advisability or inadvisability of the purchase of the property, its value or its potential use. The inspection fee is based on a single visit to the property; additional fees may be charged for any subsequent visits required by the Client. If the Inspector is called upon to prepare for litigation or give testimony as a result of the inspection, additional fees shall be charged at the Inspector's then current hourly rate for any time spent, including, but not limited to, research, consultation, additional inspection time, preparation of reports, travel, time waiting to testify, and court appearances.

2. **The Client will receive a written report of Inspector's observations of the accessible features of the Property.** The report is prepared in accordance with Ohio Revised Code 4764 and rules adopted thereunder. Subject to the terms and conditions stated herein, the inspection includes the visual examination of the home's exterior including roof and chimney, structure, electrical, heating and cooling systems, insulation, plumbing, and interior including floors, walls, ceiling and windows; it is a reasonable effort to disclose the condition of the house based on a visual inspection. Additionally, Inspector will functionally operate major built-in appliances. Conditions beyond the scope of the inspection will not be identified. No engineering services are offered.

3. **This Inspection Report is based on the condition of the Property existing and apparent as of the time and date of the inspection.** Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility of areas of the Property, etc. A defect that was apparent on any date prior to the inspection date may not be apparent on the inspection date. Without dismantling the house or its systems, there are limitations to the inspection. Throughout any inspection, inferences are drawn which cannot be confirmed by direct observation. Clues and symptoms often do not reveal the extent or severity of problems. Therefore, the inspection and subsequent Inspection Report may help reduce the risk of purchasing the property; however, an inspection does not eliminate such risk nor does the Inspector assume such risk. While some of the less important deficiencies are addressed, an all-inclusive list of minor building flaws is not provided. **Inspector is neither responsible nor liable for the non-discovery of any patent or latent defects in materials, workmanship, or other conditions of the Property, or any other problems which may occur or may become evident after the inspection time and date.** Inspector is neither an insurer nor guarantor against defects in the building and improvements, systems or components inspected. Inspector makes no warranty, express or implied, as to the fitness for use or condition of the systems or components inspected. Inspector assumes no responsibility for the cost of repairing or replacing any unreported defects or conditions, nor is Inspector responsible or liable for any future failures or repairs.

4. **Unless prohibited by applicable law, Inspector and its employees are limited in liability to the fee paid for the inspection services and report** in the event that Client or any third party claims that Inspector is in any way liable for negligently performing the inspection or in preparing the Inspection Report, for any breach or claim for breach of this Visual Inspection Agreement or for any other reason or claim. The inspection report is provided solely for the benefit of the Client and may not be relied upon by any other person. The Inspector will not review any other inspection report prior to preparing the Inspection Report provided pursuant to this Agreement unless a copy of the prior report is provided to the Inspector prior to the beginning of the inspection. The Client shall not rely on any other inspection report prepared at any time by the Inspector that is not prepared for or addressed to the Client.

5. Inspections are done in accordance with the Ohio Standards, are visual, and are not technically exhaustive. The following items are specifically excluded from the inspection: water softening systems, **security systems, telephone and cable TV cables, timing systems, swimming pools and spas, underground or concealed pipes, sewer lines, septic systems, electrical lines and circuits, central vacuum systems, central air conditioning when outside temperature is below 65° F or 18° C,** and any other condition, item, system or component which by the nature of their location are concealed or otherwise difficult to inspect or which the Inspector cannot visually examine. Excluded is the assurance of a dry basement or crawl space; also excluded is the assurance that double and triple pane glazing seals in windows are intact. Inspector will not dismantle any component or system; full evaluation of the integrity of a heat exchanger requires dismantling of the furnace and is beyond the scope of a visual inspection.

6. Inspector will not conduct geological tests; will not inspect inaccessible or concealed areas of the Property; will not enter dangerous areas of the Property; will not inspect for environmental concerns such as hazardous substances or gasses, including but not limited to, radon gas, asbestos, formaldehyde, methamphetamine; or for pests such as wood destroying organisms, insects, rodents; fungus including but not limited to mold and mildew unless the Inspector is qualified to do so and the client specifically requests the service for an additional fee.

7. Inspector examines a representative sample of components that are identical and numerous, such as electrical outlets, bricks, shingles, windows, etc., and does not examine every single one of these identical items, therefore, some detectable deficiencies may go unreported.

8. The inspection excludes defects such as cracking, leaking, surface discolorations, or landslides resulting from hidden defects, including but not limited to, water leaks, land subsidence, or other geological problems. The inspection also excludes merely cosmetic features, including but not limited to, paint, wall coverings, carpeting, floorings, paneling, lawn, and shrubs. The Inspector is not required to determine property boundary lines or encroachments.

9. Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by Inspector, the Inspection Report provided to the Client by Inspector, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the Inspector hereunder, shall be submitted to arbitration in accordance with the applicable rules of Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. Each party to the dispute shall be responsible for their own costs for the arbitration process. The dispute shall be submitted to a sole arbitrator who is knowledgeable and familiar with the professional home inspection industry. Judgment on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. Unless applicable law requires otherwise, arbitration shall occur in the county or judicial district in which the Inspector's principal place of business is located. Secondary or consequential damages are specifically excluded. In the event that any dispute arises out of the Inspection or Inspection Report, and proceedings are commenced by the Client, if the Client is unsuccessful in maintaining the claim, then the Client shall be liable to the Inspector for all charges, expenses, costs and legal fees (on a lawyer and client basis) incurred by the Inspector on a complete indemnity basis, including a reasonable fee for all the time spent by the Inspector or Inspector's personnel in investigating, research, preparation for, and attendance at court hearings and examinations. Unless prohibited by applicable law, any claims must be presented within one (1) year from the date of the inspection; Inspector shall have no liability for any claims presented more than one (1) year after the date of the inspection.

10. The Inspector shall have the right to examine the subject matter and area of any claim or potential claim against the Inspector arising herefrom and the right to offer a resolution prior to Client's performance of any remedial measures (except in the event of an emergency, or to protect for personal safety, or to reduce or avoid damage to property) **The right of examination herein is a condition precedent to the commencement of any claim by the Client against the Inspector for any reason including negligence or breach of any term hereof. **The Client shall not file or commence any claim against the Inspector in any jurisdiction until he has notified the Inspector of his complaint and made reasonable efforts to afford the Inspector an opportunity to complete such examination.****

11. This Agreement and the documents referred to herein constitute the entire Agreement between the parties hereto, and supersede any and all prior representations, discussions, or agreements, whether written or oral. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by the parties hereto. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

12. The inspection report does not constitute a warranty, guarantee or insurance policy of any kind. There are no warranties made against roof leaks, wet basements, or mechanical breakdowns. The report is a professional opinion based on a visual inspection of the accessible areas and features of the property as of the date and time of the inspection and is not a listing of repairs to be made. The report is not an assessment nor is it an appraisal. Neither the inspector nor Pillar To Post Inc. is associated with any seller, buyer, contractor, lawyer or realtor. The inspection process is a two part system: the verbal survey and the report. As such, this report is not transferable to third parties as it will not clearly convey the information herein. This report is prepared by inspector at your request, on your behalf, and for your use and benefit only; this report and any memoranda or information provided to you pursuant to this inspection agreement are not to be used, in whole or in part, or released to any other person without inspector's prior written permission. Client hereby agrees to indemnify, defend and hold harmless inspector and Pillar To Post Inc. if, through the unauthorized distribution of this report, any third party brings a claim against inspector or Pillar To Post Inc. relating to the inspection or inspection report.

13. The Inspection Report is provided solely for the use and benefit of the Client and may not be used or relied upon, in whole or in part, by any other person without Inspector's prior written permission. The Inspection Report should only be shared by the Client with professionals and other advisors assisting the Client regarding the home subject of the Inspection Report. Except as provided above, the Inspection Report and any memoranda, information, or pictures, or hyperlinks to any feature provided to you as part of the Inspection Report are not to be published, in whole or in part, to any other person or on any public forum without Inspector's prior written permission. The Inspection Report is not transferable to third parties. The Client hereby agrees to indemnify, defend and hold harmless the Inspector if, through the unauthorized use or distribution of the inspection report, any third party brings a claim against the Inspector relating to the inspection, Inspection Report, or content or feature included in the Inspection Report.

14. To learn more about our privacy practices, please select the URL or the link to view our Privacy Policy.
<https://pillartopost.com/privacy-policy/>

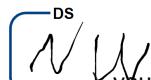
Pillar To Post Privacy Policy



By initialing here (), you acknowledge the Privacy Policy above.

The following attachments are an integral part of this agreement. Please review the attachments before signing this agreement. By signing this agreement, you confirm that you agree to the terms of the attachments.

- Sewer Scoping
- Termite Inspection



By initialing here (), you authorize us to distribute copies of the Report to the real estate agents directly involved in this transaction, who are not designated beneficiaries of the Report, intended or otherwise.

I hereby authorize the inspection of this Property having read and understood this Agreement:

DocuSigned by:


774DB9B1A91B4D5...

7/4/2023

Signature of Client or Client's Representative

DocuSigned by:


30D04FF3702346C...

Date Client Signed (mm/dd/yyyy)

Signature of Authorized Inspector

7/4/2023

Date Inspector Signed (mm/dd/yyyy)

Inspector: Kelby Bittman

Franchisee: The Capuano Team – The Capuano Corporation

License No.: OHI.2019004976 EXP 09/25

Address: 8857 Cincinnati Dayton Rd #204

Inspection Time: 7/5/2023 02:00 PM Eastern Time (EDT)
During Summer)

West Chester, OH
45069
United States



SEWER SCOPING AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

Property: 1713 Hilltree Drive,
Anderson Twp, OH 45255, United
States
Client: Nick Wagner

THIS AGREEMENT made and entered into by and between the above named Client and the undersigned, an independently owned and operated Franchisee of Pillar To Post Inc., hereafter referred to as "Inspector". Inspector shall conduct a Sewer Scope inspection which shall consist of a video inspection of the main sewer lateral, routed from the home to the municipal main. The inspection is to note the condition of the home sewer line, and to identify components in need of immediate repair. The inspection will include the following:

1. A copy of the video recording indicating visible issues and a written report summarizing all findings. A proper access into the sewer line is necessary (typically via a clean-out) to perform this service. It may be necessary to remove a toilet base to provide access, which may incur an additional fee.
2. A camera device is inserted into the main sewer line, the inspection process is recorded, and a report is created to outline the findings. A copy of the video of the recording is then provided to the client. The evaluation will be based on visual observations and data collected from the inspection camera equipment.
3. The inspection and report are not intended to be technically exhaustive. Pillar To Post will provide a written report that is a summary of observations and unbiased opinions based on the observations made by the technician. The inspection is not complete until the written report is received.



TERMITЕ INSPECTION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

Property: 1713 Hilltree Drive,

Anderson Twp,

OH 45255,

United States

Client: Nick Wagner

This agreement is an addendum to the main Inspection / Service agreement. By signing the main agreement you agree to the terms and conditions of this addendum.

The following statements outline the scope of work:

1. The pest inspector will conduct a visual inspection of the Property only for the purposes of identifying Termites which could affect the structural integrity of the home.
2. The pest inspector will inspect by visual means and/or with the aid of a metal probe in order to identify signs of damage, debris or shelter tubes, which would indicate the presence of termites.

By your signature on the main Inspection/Service agreement, you agree that:

- a) You have read and understand the scope of work stated above
- b) You understand that the pest inspector is not an entomologist or a scientist.
- c) You understand that the report is generated totally objectively based upon the visible evidence available on the property at the time of the site visit and cannot be relied upon to be a fair indicator of conditions that could develop after the time of inspection.
- d) In consideration of the above and the total objectivity of the report, that you cannot hold the pest inspector liable for his/her findings in the report for conditions that may appear at a later date. Furthermore, should you feel in any way that the pest inspector has not performed to fulfill the terms of this agreement that pest inspector's liability shall be limited to the fee paid for this investigation.