

## INSPECTION AGREEMENT

### BY ACCEPTANCE OF OUR INSPECTION REPORT, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

#### SCOPE OF THE INSPECTION AND REPORT - FULL ASHI INSPECTION

We will perform a non-invasive physical examination designed to identify material defects in the systems, structures, and components of buildings located on the property to be inspected, as they exist at the time of the inspection. Our inspection will be limited to those specific systems, structures and components that are present and visually accessible. We are unable to move personal property to view any component of the home. We are unable to remove snow or ice or any other naturally occurring substance to view any component of the home. We will only operate components and systems with normal user controls and as conditions permit. Unless we agree otherwise, we will only inspect the primary building, and its associated primary parking structure, on the property. We will also give you a written report that describes and identifies the inspected systems, structures and components and identifies material defects. This report will be an opinion of the inspector and we may amend it within twenty-four (24) hours after completing the inspection.

Unless we agree otherwise, we will perform the inspection, and issue the report, in accordance with the mandatory parts of the current Standards of Practice of the American Society of Home Inspectors ("the ASHI Standards") and subject to the Definitions, Scope, Limitations, Exceptions and Exclusions in the ASHI Standards. Terms in this Agreement have the same meaning as defined terms in the ASHI Standards. The ASHI Standards are available from our inspector and from ASHI's website: <http://www.ASHI.com/>. If the home is a condominium, the inspection is limited to systems within the interior living space. If the building is a commercial building, please note that we do not perform inspections to ASTM standards and commercial appliances are not tested unless otherwise noted.

IF YOU DISCOVER A DEFECT FOR WHICH YOU BELIEVE WE MAY BE LIABLE TO YOU, YOU MUST NOTIFY US AND THEN GIVE US THE OPPORTUNITY TO REVIEW THE DEFECT AND OFFER A REMEDY BEFORE THE DEFECT IS REPAIRED OR REPLACED.

YOUR NOTICE MUST BE IN WRITING, INCLUDE A SIGNED COPY OF THIS AGREEMENT, AND BE MAILED TO: Minnesota Home Inspectors LLC, 1094 Marion Street, St Paul, MN 55117. IF WE ARE NOT NOTIFIED UNTIL AFTER A REPAIR OR REPLACEMENT OF A DEFECT IS PERFORMED, WE WILL ACCEPT NO LIABILITY FOR THE DEFECT OR COST OF REPAIR. OUR LIABILITY TO YOU FOR CLAIMS ARISING FROM OUR INSPECTION OR OUR REPORT, WHETHER SOUNDING IN TORT (EVEN IF DUE TO NEGLIGENCE OR OTHER FAULT) OR CONTRACT, WILL NOT BE MORE THAN THE LESSER OF ACTUAL DAMAGES OR THE INSPECTION FEE. YOU MAY NOT FILE A LEGAL ACTION, WHETHER SOUNDING IN TORT (EVEN IF DUE TO NEGLIGENCE OR OTHER FAULT) OR CONTRACT, AGAINST US OR OUR EMPLOYEES MORE THAN ONE YEAR AFTER THE INSPECTION, EVEN IF YOU DO NOT DISCOVER A DEFECT UNTIL AFTER THAT. THIS TIME LIMIT MAY BE SHORTER THAN THE LAW OTHERWISE PROVIDES.

#### ADDITIONAL COVERAGE

Our report is NOT a warranty or guarantee of the items inspected. If you desire warranty-based coverage, please ask your real estate representative to provide information so you may obtain warranty coverage.

#### CONFLICT OF INTEREST DISCLOSURE AND STATEMENT OF COMMITMENT

Our goal is to provide valuable and unbiased information that helps consumers make informed decisions. A portion of our business may be based on relationships with other professions - real estate sales professionals, lawyers, lenders, vendors, etc., and our reports sometimes conflict with the business interests of these parties. We do not allow these relationships to compromise the integrity of our service. However, they do enable us to deliver more value to our clients. Our reports are intended to accurately reflect our impartial professional opinion, without exception.

This agreement constitutes the entire agreement and understanding between parties, and supersedes all previous agreements, promises, and representations, whether written or oral, between the parties with respect to the subject matter hereof.

YOU MUST PAY THE INSPECTION FEE BEFORE WE CAN DELIVER THE REPORT TO YOU.

Minnesota Home Inspectors LLC.  
1094 Marion Street, Saint Paul, MN 55117  
Minnesota Home Inspectors LLC phone:  
612-220-0630

File/Rev: MHI 11/2022