

Alliance Inspection Services, LLC.

"Working Together to Protect Your Dream"

1827 E 1530 S Spanish Fork Utah 84660

Mobile: 801-921-0206

www.alinspect.com

CONTRACT AGREEMENT

Client: Joe Client
Property Address 1234 Any Street, Any City, Utah
Date: 12/21/2007

Alliance Inspection Services, LLC. (hereinafter referred to as "COMPANY") and Joe Client (hereinafter referred to as "CLIENT"). The client and the company (hereinafter referred to jointly as the "parties") in consideration of the mutual conditions, premises, and covenants, the parties hereby agree to the following terms and conditions: The client agrees to pay an inspection fee of \$ 000.00 in exchange for an inspection (hereinafter referred to as "inspection") of and report, verbal and/or written, (hereinafter referred to as "report") on the property listed above by an inspector (hereinafter referred to as "inspector"). Payment by client is due upon completion of the on-site inspection by the inspector.

Type of Inspection requested: Full General Condominium Full Comprehensive
 Partial System Partial as per specific item(s)

THIS AGREEMENT made this _____ day of _____, 2008,

The Parties Understand and Voluntarily Agree as follows:

1. COMPANY agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
2. Unless otherwise inconsistent with this Agreement or not possible, COMPANY agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.
3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. COMPANY accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.
4. COMPANY assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of COMPANY, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the

COMPANY, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the COMPANY and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing or noted here:

6. In the event of a claim against COMPANY, CLIENT agrees to supply COMPANY with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release COMPANY and its agents from any and all obligations or liability of any kind.

7. If a dispute arises the parties agree to submit the issue to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any such or other claim shall be waived unless the demand for arbitration shall be made within one year from the inspection date. The parties also agree that the arbitrator must be a member of the National Association of Certified Home Inspectors throughout the arbitration proceeding, have had at least 5 years experience as a home inspector, and be fulfilling the duties of a full time home inspector at the time of selection. A good faith effort to select such an arbitrator will be made by both parties and, in the event the parties cannot agree on an arbitrator, the dispute will be submitted to the American Arbitration Association. The inspection and report will be judged according to the Standards of Practice of the National Association of Certified Home Inspectors.

8. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of COMPANY or its agents shall be binding unless reduced to writing and signed by COMPANY. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against COMPANY after one year from the date of the inspection.

9. Payment of the fee to COMPANY is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

INSPECTOR

CLIENT