

REAL ESTATE INSPECTION CONTRACT

PLEASE READ THIS CONTRACT CAREFULLY AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT!

DWIGHT LEARY BUILDERS, LLC (the Company) and _____ (the Client) hereby contract and agree as follows:

The Client retains the Company to perform an inspection of the real estate located at the Property Address listed below and agrees to pay the inspection fee indicated below, due upon completion of the inspection. The Company agrees to perform an inspection of the real estate located at the Property Address, the Purpose, Scope, limitations and exclusions of which are set forth below, and to provide the Client with a written Property Condition Report, for the sole use and benefit of the Client.

Purpose: The purpose of the inspection to be done under this Contract is to attempt to identify major defects in the items listed on the Property Condition Report, which are reasonably observable at the time of inspection.

Scope: The inspection to be done is limited to those reasonably accessible items (or parts of items), which can be seen or operated by the inspector at the time of inspection, subject to space and extreme weather limitations. Because of these limitations, it is possible that the Property Inspection Report may not identify all defects or problems present at the time of inspection, a risk that the Client understands and accepts.

Report: The Property Condition Report provided by the Company will contain the good faith opinion of the inspector concerning the observable need, if any, on the day of inspection, for the repair, replacement, or further evaluation by experts of the items inspected. Unless specifically stated, the report will not include and should not be read to indicate opinions as to any environmental conditions, presence of toxic or hazardous waste or substance, presence of termite or other wood destroying organisms, condition of fencing, landscaping or exterior irrigation systems, or compliance with any governmental code, ordinances, statutes or regulations, or the insurability, efficiency, quality, durability, future life or future performance of any item inspected.

Exclusivity: The property inspection and Property Condition Report will be undertaken and prepared exclusively for the use and benefit of the Client. No other person or entity is authorized to rely on the information supplied to the Client as a result of this Real Estate Inspection Contract. This Contract is not transferable to anyone in any form.

Dispute Resolution and Limitation, Litigation Costs and Venue: In the event a dispute arises regarding an inspection that has been performed under this Contract, the Client agrees to notify the Company within ten (10) days of the time the Client discovers the basis for the dispute so as to give the Company a reasonable opportunity to reinspect the property. In the event of a dispute that cannot be resolved by the Client and the Company, the parties agree to submit the dispute to mediation through a mutually agreeable mediator. If the Company and the Client are unable to agree upon a mediator, each will submit the names of two other proposed mediators to the two originally nominated mediators, who shall select a mediator. In no event shall the Company's liability to the Client exceed the amount of the fee stated below. In the event the Client refuses to abide by the decision of the mediator or for any other reason brings suit against the Company or its inspector, or the Company brings suit to enforce the mediation agreement or for breach of this Real Estate Inspection Contract, the Client agrees to pay all of the Company's legal fees and related litigation costs incurred, if the Client fails to prevail in the lawsuit. The Client and the Company agree that the venue for any litigation arising out of or related in whole or in part to this Real Estate Inspection Contract, including the circumstances of its execution, shall be exclusively in the District Court or the Circuit Court of Montgomery County, Alabama.

Severability: The Client agrees that the invalidity or unenforceability of any provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

DISCLAIMER OF WARRANTIES

THE COMPANY MAKES NO GUARANTEE OR WARRANTY AS TO ANY OF THE FOLLOWING:

1. THAT ALL DEFECTS HAVE BEEN FOUND OR THAT THE COMPANY WILL PAY FOR REPAIR OF UNDISCLOSED DEFECTS. TO THE CONTRARY, THE COMPANY WILL NOT PAY FOR ANY SUCH REPAIRS.
2. THAT ANY OF THE ITEMS INSPECTED ARE DESIGNED OR CONSTRUCTED IN A GOOD AND WORKMANLIKE MANNER.
3. THAT ANY OF THE ITEMS INSPECTED WILL CONTINUE TO PERFORM IN THE FUTURE AS THEY ARE PERFORMING AT THE TIME OF INSPECTION.
4. THAT ANY OF THE ITEMS INSPECTED ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS CONTRACT, THAT I UNDERSTAND THE TERMS AND CONDITIONS, AND THAT I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

PROPERTY ADDRESS: _____ FEE: \$ _____

CLIENT(S) OR REPRESENTATIVE: _____ DATE: / /06

CLIENT SIGNATURE: _____

INSPECTOR: Dwight Leary _____ CERTIFICATE NO. HI0058 _____ DATE: / /06