

**The Way Professional Services, LLC**  
**P.O. Box 381 Brookston, IN 47923**  
**765-414-2361**  
**Bill.lague@gmail.com**

**PRE-INSPECTION AGREEMENT**

THIS PRE-INSPECTION AGREEMENT (“Agreement”) limits the liability of The Way Professional Services, LLC (“Company”). By signing below, Client (defined below) is acknowledging and agreeing that Client has read this Agreement, understands the terms of this Agreement, and voluntarily consents to the terms of this Agreement. Company and Client (defined below) agree as follows:

Client Name: \_\_\_\_\_ (“Client”)  
Client Address: \_\_\_\_\_  
Client Phone: \_\_\_\_\_  
Client Email: \_\_\_\_\_

Address of Home to be Inspected: \_\_\_\_\_ (“Home”)  
\_\_\_\_\_

1. Fee. Upon execution of this Agreement, Client shall pay Company a fee of \$ \_\_\_\_\_ (“Fee”) to conduct the Inspection (defined below) and provide the Report (defined below). Client shall pay to Company on demand an additional fee of \$25.00 for all checks that are declined or returned for insufficient funds.

2. LIMITATION OF LIABILITY; RELEASE. THE COMPANY’S LIABILITY FOR MISTAKES OR OMISSIONS IN THE INSPECTION OR REPORT IS LIMITED TO A REFUND OF THE FEE PAID TO COMPANY UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO EVERY TYPE OF CLAIM OR CAUSE OF ACTION ARISING OUT OF OR UNDER, RELATING TO, OR CONNECTED WITH THIS AGREEMENT, THE INSPECTION, AND/OR THE REPORT INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, BREACH OF CONTRACT, FRAUD, AND MISREPRESENTATION.

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY IS NOT AN INSURER AND THAT THE INSPECTION AND REPORT ARE NOT TO BE INTENDED OR CONSTRUED AS A GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, OF THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY STRUCTURE, COMPONENT, OR SYSTEM INSPECTED. THE CLIENT HEREBY RELEASES AND EXEMPTS THE COMPANY AND ITS AGENTS AND EMPLOYEES OF AND FROM ALL LIABILITY AND RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECT OR DEFICIENCY AND FOR ANY CONSEQUENTIAL DAMAGE, PROPERTY DAMAGE, OR PERSONAL INJURY OF ANY NATURE.

3. Inspection. Client requests that Company perform a limited visual inspection of the Home (“Inspection”). The scope of the Inspection and the Report are limited to a visual inspection of the following readily accessible and visible pertinent, major elements existing in the Home on the date of the Inspection: central air conditioning; central heating; interior electric; interior plumbing; foundation; basement; roofing; siding; walls; floors; ceilings; and built-in kitchen appliances. The Company’s agent or employee inspecting the Home is not required to walk on or access a roof where it could damage the roof or roofing material or be unsafe. Equipment will only be operated by normal controls or operating devices. Company is not required to move any items which may impede visibility including, without limitation, furniture and stored items. Client assumes all the risk for conditions which are concealed from view at the time of the Inspection.

\_\_\_\_\_  
Client Initials

The Inspection will be performed with consideration given to the age of the structure. The Inspection will be made to see if components are performing their major function, not minor functions. Maintenance, cosmetics, and other minor deficiencies may be discussed, but they are not a part of the Inspection or Report. The Report will be the total report and no reliance should be made on anything discussed during the Inspection.

THE INSPECTION IS INTENDED TO ASSIST THE CLIENT IN EVALUATION OF THE OVERALL CONDITION OF THE HOME. THE INSPECTION WILL BE A VISUAL INSPECTION OF THE VISIBLE, MAJOR COMPONENTS OF THE HOME. THE INSPECTION IS BASED ON OBSERVATIONS OF THE VISIBLE AND APPARENT CONDITIONS OF THE HOME AND ITS COMPONENTS ON THE DATE OF THE INSPECTION, AND AT THE TIME OF INSPECTION. HOME INSPECTORS ARE GENERALISTS, NOT LICENSED STRUCTURAL ENGINEERS. THE COMPANY'S AGENT OR EMPLOYEE INSPECTING THE HOME IS NOT A LICENSED STRUCTURAL ENGINEER AND WILL NOT RENDER AN OPINION AS TO THE STRUCTURAL INTEGRITY OF THE HOME. CLIENT IS ADVISED TO SEEK A PROFESSIONAL OPINION AS TO ANY SUSPECTED STRUCTURAL DEFECTS OR CONCERNS.

The Inspection shall be conducted in accordance with the Standards of Practice and Code of Ethics of the International Association of Certified Home Inspectors (InterNACHI). A copy of these standards shall be made available to Client at no additional charge upon request. The Report shall include the information required by Indiana Code § 25-20.2-2-7 (as amended, recodified, or restated from time to time).

4. Excluded from Inspection. The following items, structures, and/or improvements are excluded from the Inspection: any area which is inaccessible due to soil, walls, floors, carpet, ceilings, furnishings, personal property, debris or other obstructions; invasive or destructive testing or procedures; dismantling of equipment, items, or systems; code or zoning violations; surveys; site assessments; geologic, design, and adequacy evaluation; soil or groundwater contamination; low voltage wiring; water wells; sewage/septic systems; below grade drainage systems; docks, swimming pools, spas, hot tubs, saunas, tree houses, and playground equipment; structural stability or engineering analysis; central vacuum system; condition of detached buildings (except detached garages if otherwise agreed in writing); water conditioning or purifying systems; solar heating systems; security or fire safety systems, and any wiring not part of the primary electrical distribution system; furnace heat exchangers, portable air conditioners, free standing appliances or sprinkler systems; radio controlled devices, automatic gates, elevators, lifts, dumbwaiters, or thermostatic or time clock controls; personal property, floor or wall coverings, or cosmetic items; the presence or danger from any potentially harmful substances and environmental hazards including, but not limited to, radon gas, carbon monoxide, lead, lead paint, asbestos, urea formaldehyde, water quality, toxic or flammable chemicals or gases, water or airborne hazards; dry-rot, mildew, or mold; a prediction of life expectancy of any item or system; latent, hidden, and concealed defects and deficiencies.

Without limiting the foregoing, the Inspection shall not include or cover the presence or absence of mold, rodents, termites, ants, and other wood-destroying insects or organisms. It is recommended the Client obtain the services of a qualified professional for such matters.

Client acknowledges that Company will neither inspect all items nor will the Report provide information on all items for which disclosures are required by the seller(s) of the Home.

The Company is not responsible for turning on utilities to the Home or any other structures inspected.

5. Report. Company shall use reasonable efforts to provide a written report of the Inspection ("Report") within (1) day of the completion of the Inspection.

6. Notice of Claim. Client shall provide Company with written notice of any claim or cause of action relating to, arising under or out of, or connected with this Agreement (“Notice”) within ten (10) days after Client discovers or should have discovered such claim or cause of action. The Client shall allow the Company reasonable opportunity to re-inspect the items referenced in the Notice before changing the condition of same, except in the case of an emergency. Failure to allow Company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims Client may have against the Company relating to the subject matter of the claim or cause of action.

7. Sole Use and Benefit. The Inspection and Report shall be for Client’s sole use and benefit and may not be relied upon by any other person.

8. Arbitration. Any controversy, dispute, claim, or cause of action of any nature whatsoever including, without limitation, breach of contract, fraud, negligence, and misrepresentation, arising under or out of, relating to, or connected with this Agreement, the Inspection, and/or the Report shall be settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules (“Rules”). The matter shall be heard by a single arbitrator. The arbitrator shall be appointed from the AAA’s national roster of arbitrators according to the Rules. The place of arbitration shall be within seventy (70) miles of Lafayette, Indiana. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. For purposes of this section, the term “costs and fees” shall mean all reasonable pre-award expenses of the arbitration, including the arbitrator’s fees, witness fees, and reasonable attorneys’ fees. The prevailing party is the party who receives substantially the relief sought by said party in arbitration.

9. Entire Agreement; Modifications. This Agreement contains the entire agreement between Company and Client and all prior understandings and agreements between the parties with respect to the Inspection and/or the Report are superseded by this Agreement. This Agreement shall not be modified or amended except in a writing signed by Company and Client.

10. Interpretation. This Agreement shall be construed according to its fair meaning and without application of the rule of construction that ambiguities are to be resolved against the party with primary drafting responsibility therefor. The captions used herein, if any, are for convenience of reference only and shall not be deemed to modify or construe this Agreement. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

11. Invalid, Illegal or Unenforceable Provision. If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant or condition.

12. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana, without regard to its conflicts of law principles. Each party consents to the jurisdiction of any federal or state court within Tippecanoe County, Indiana and also consent to service of process by any means authorized by Indiana or federal law or any other law.

13. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, binding Agreement notwithstanding that all parties do not sign the same counterparts. Facsimiles or PDFs of executed copies hereof may be delivered by telecopy, email or other electronic means and upon receipt, such facsimile or PDF copies will be deemed originals and binding upon Client and Company.

**IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE COMPANY DELIVERED AN EXECUTED COPY OF THIS AGREEMENT TO CLIENT PRIOR TO COMMENCING THE INSPECTION.**

**CLIENT**

\_\_\_\_\_  
(written)

\_\_\_\_\_  
(printed)

Date: \_\_\_\_\_

\_\_\_\_\_  
(written)

\_\_\_\_\_  
(printed)

Date: \_\_\_\_\_

**COMPANY**

The Way Professional Services, LLC

By: \_\_\_\_\_  
(written)

\_\_\_\_\_  
(printed)

Its: \_\_\_\_\_  
(title)

Date: \_\_\_\_\_

License/Certification #: IN—HI02000107

Check if You Do Not want the report to be shared with your agent.

*The CLIENT understands that under the "We'll Buy Your Home Back" Program, InterNACHI® purchases the home – not the INSPECTOR. The INSPECTOR's role is limited to his/her participation in the "We'll Buy Your Home Back" Program, but InterNACHI® purchases the home. CLIENT understands that INSPECTOR has no obligation to purchase the home under the "We'll Buy Your Home Back" Program, and CLIENT's sole remedy for any failure to purchase the home is against InterNACHI®.*