



SEATTLE-EASTSIDE BUILDING INSPECTIONS

LETTER OF PURPOSE AND PROCEDURE

You have contracted with SEBI Corp, a/k/a **Seattle Eastside Building Inspections** (“SEBI”) for a limited visual inspection and a written report (“Report”) on that inspection, of the building described herein on the terms and conditions set forth below. SEBI now wants to inform you of the procedures SEBI will follow to make this limited visual inspection of your building on your behalf, as well as the extent, nature and limitations of SEBI’s inspection and Report. SEBI shall be deemed the author of this Report and shall retain all common law, statutory and other reserved rights, including copyright.

PURPOSE:

A building or home inspection will point out the general condition of the structure and may make suggestions for maintenance that may be helpful to keep it in good condition. SEBI’s inspectors are generalists, not engineers or architects, but are experienced and licensed in conducting building inspections in general accordance with the standards established by American Society of Home Inspections (“ASHI”) and the Washington State Department of Licensing Standards of Practice and code of Ethics. To view: (control + click) <http://www.homeinspector.org/Purpose-and-scope>

PROCEDURES:

The limited visual inspection will be conducted in general accordance with and limited by, standards established by the ASHI. These standards are nationally recognized. SEBI strongly recommends that you thoroughly read and understand these standards and the limitations of the inspection and reporting. Once you read and understand the limited nature of the inspection and Report, you may want to hire engineers or other professionals, as needed, to make a more thorough and technical evaluations of all or portions of the building.

Our building inspection will be limited in time and scope, generally 2-3 hours (depending on size and/or complexity) and is essentially visual. The inspection is based on the experience and opinion of the inspector and is not intended to be technically exhaustive. The inspector examines the readily observable, exposed to view portions of the major systems and components, both inside and outside of the building. The Report covers only what was observed at the time of the inspection and cannot identify or evaluate possible future defects.

SEBI does not perform destructive inspections involving disassembly of materials or systems in place. Barriers, obstacles, pictures, wall coverings, furniture, rugs or stored items will not be moved to gain access to areas needing inspection. SEBI does not perform code compliance inspections and in general, does not comment on cosmetic items.

WRITTEN REPORT:

SEBI will submit the results of SEBI's Field Inspection Report in writing. The inspector will not "pass or fail", but will simply describe conditions which were noted at the time of the inspection. If a problem is observed, it does not necessarily mean you should not purchase the building, only that you should investigate further to determine what type or repairs to anticipate. SEBI encourages you to ask any questions, comment on observations and discuss concerns in regards to the condition of the building with the inspector. You agree, and SEBI urges you, not to make a decision from or rely on oral communications from the SEBI inspector regarding the condition of the building . The SEBI Report supersedes any oral communications from the SEBI inspector and contains the SEBI inspector's official observations and findings relating to the inspected Building.

The Report is not intended to replace your own observations and assessments as to the condition of the building and the Report may not list or identify obvious items that should be readily visible to the buyer/seller/brokers. The inspection and Report are not intended to uncover errors, omissions, fraud or misrepresentations by the seller or others and you agree not to rely upon the Report for that purpose. You agree that your sole and exclusive remedy for errors, omissions, fraud or misrepresentation by the seller or others shall be against the seller and not against SEBI and you agree to hold SEBI harmless from said errors, omissions, fraud or misrepresentation by the seller . SEBI does not review any written or oral disclosures or representations by the building seller or others.

LIMITS OF LIABILITY:

The SEBI inspector will make reasonable efforts to visually determine the readily observable building conditions within the time and scope limitations described in this Agreement and the ASHI Standards of Practice. The visually based conclusions in the Report are determined without knowledge of pre-existing conditions or representations by the seller others, nor do the conclusions in the Report contain any forecast as to the effect of future events. The Report is not intended to be technically exhaustive nor is it considered to be a "Warranty or Guarantee" expressed or implied regarding the condition of the building, systems and components. It should not be relied on as such. **NO WARRANTIES OR GUARANTEES ARE EXPRESSED OR IMPLIED.** SEBI does not claim, warrant, represent or ensure that all defects in this building will be observed or commented upon and SEBI's fee for the inspection and Report reflects that limitation.

IMPORTANT: CLIENT'S DUTIES IN THE EVENT OF A POTENTIAL CLAIM:

You agree that any claim for negligence, breach of contract or otherwise, must be made in writing and reported to the SEBI inspector or President of SEBI, within 14 days of discovery. You further agree, except in an emergency involving possible personal injury or death, or additional physical damage, to take no action to demolish, modify or repair the claimed defect without first providing SEBI at least ten (10) days after receipt of claim, to investigate the claimed defect. SEBI, in its sole discretion, may choose to repair or replace any defective article or portions thereof which were not discovered due to the negligence of SEBI. You agree to fully cooperate with SEBI in this repair or replacement. The requirements for notice, reasonable opportunity for inspection and opportunity to repair or replace are all conditions precedent to your bringing any claim or action against SEBI. Failure to provide notice as stated above, failure to preserve and protect as stated above or failure to cooperate in repair or replacement shall constitute an absolute waiver of any claim that you have against SEBI.

TIME LIMITS ON ACTIONS:

Because the passage of time makes it much more difficult to determine what was visible at the time of the inspection, when the damage occurred and whether proper maintenance practices were followed, you agree that any claims against SEBI must be commenced in arbitration no later than one (1) year after the date of the inspection. You understand that the maximum liability incurred by the inspector for errors and omissions in the inspection shall be limited to the fee paid by you for the inspection. This liability limitation is binding on you and your spouse, heirs, principals, assigns and anyone else who may otherwise claim through you.

ARBITRATION:

Any dispute concerning the interpretation of the agreement or arising from this inspection and Report, shall be resolved by arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association at its Seattle, Washington office. If the plaintiff is not successful in their claim against SEBI, the plaintiff will pay SEBI for the attorney fees, arbitrator and other related costs.

SPECIFIC EXCLUSIONS:

Without limiting the definitions procedure and information set forth above, the following are specifically NOT included in the scope of this inspection.

- Soils, soils conditions, soils evaluation and testing
- Landscape lighting & watering systems, interior and exterior fountains, waterfalls, fish ponds, etc.
- Central vacuum, intercom, fire alarms, fire suppression systems, security or audio/visual systems
- Private or public sewage and waste systems, including septic leach fields, cesspools, holding tanks, pumping systems, etc.
- Private or public water systems, including wells, pressure and holding tanks, pumps, water softeners and conditioners
- The volume and quality of the water supply
- The drainage of the property, including private or public drains, conduits, wetlands, French drains, dry wells or similar facilities or the potential for water accumulation or flooding
- Solar systems, including collector panels, storage tanks, pumps or other alternate energy systems, domestic was supply, pool/spa/hot tub heating
- Swimming pools, hot tubs, hydrotherapy spas/tubs, saunas, steam baths
- Washers, dryers, refrigerators or freezers
- Radio-controlled devices, automatic entry gates or remote activators of any kind
- Elevators, lifts, dumbwaiters
- Gas BBQs
- Gas furnace heat exchangers
- Thermostatic and time clock controls
- Radon, asbestos, formaldehyde, mold and other toxic material identification, evaluation or testing
- Engineering services
- Invasive inspections on siding i.e. Exterior Insulated and Finish Systems (EIFS), LP, etc.

THE ABOVE IS UNDERSTOOD AND AGREED TO AND THE CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THE AGREEMENT. FAXED, DIGITAL OR SCANNED SIGNATURES ARE ACCEPTED AS ORIGINALS.

Please note: This Letter of Purpose and Procedures must be signed and returned to a SEBI representative prior to releasing the requested Report. You are welcomed to sign and fax, scan or send digital signature of this page prior to your inspection. (fax # 425-898-8094, email: denised@sebicorp.com)

Date: _____ Inspection Fee: _____

Building Address: _____

Client Signature: _____ Printed Name: _____

Inspector Signature: _____ Printed Name: _____