

PROPERTY INSPECTION AGREEMENT

THIS INSPECTION AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT BETWEEN THE CLIENT AND THE INSPECTOR. PLEASE READ IT CAREFULLY

1. Client requests a limited visual inspection of the property the address by the Company/Inspector, herein after collectively referred as the "Inspector" and Client hereby represents and warrants that all approvals necessary have been secured for the Inspector's entrance on to the property.

2. Client warrants: (a) they have read the following Agreement carefully, (b) they understand they are bound by all the terms of this contract, and (c) they will read the entire inspection report when received and promptly call the Inspector with any questions they may have.

3. Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. Client agrees that they will not transfer or disclose any part of the inspection report to any other person with these exceptions ONLY. (a) one copy may be provided to the current seller(s) of the property but only upon the express condition that the seller(s) covenant to use the inspection report only in connection with Client's transaction, and agree not to transfer or disclose the report to any persons other than their real estate agent, and (b) one copy may be provided to the real estate agent representing Client and/or a bank or other lender for use in Client's transaction only. Client agrees to indemnify, defend and hold harmless the Inspector from any third party claims relating to this inspection or inspection report.

4. The Inspector agrees to perform a limited visual inspection of the residential structure at the address and to provide the Client with a written opinion as to the apparent general condition of the structure's components, including identification of significant observable deficiencies as they exist at the time of inspection. The inspection will be performed in a manner consistent with the Australian Standards AS 4349.1 – 2007.

5. The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any areas which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or any other thing, or those areas/items which have been excluded by the Australian Standard AS 4349.1-2007 and/or by agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exists in any area excluded from inspection by the terms of this agreement. Maintenance and other items may be discussed but will NOT form a part of the inspection report. The following areas/items, systems and components are among those NOT included in the inspection:

- Code or zoning violations
- System or component installation
- Permit research
- Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing
- Termites or other wood destroying insects, rodents or other pests, dry-rot or fungus
- Latent or concealed defects. The detection or identification of illegal building, electrical or plumbing work.
- Asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, mould, water or air quality, PCB's or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites or other environmental or health hazards
- Private water or sewage systems
- Pools, spas, hot tubs, saunas, steam baths, fountains or other types of or related systems and components
- Repair cost estimates, Building value appraisal
- Radio controlled devices, Automatic gates
- Elevators, lifts, dumbwaiters

- Thermostatic or time clock controls
- Water softeners or purifiers, Radiant heat systems
- Furnace heat exchanger, Solar heating systems
- Gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks
- Odours or noise, Seismic safety, Freestanding appliances
- Security or fire safety systems, Personal property
- Any adverse condition that may affect the desirability of the property
- Proximity to railroad tracks or airplane routes
- Boundaries, easements or rights of way
- Unique/technically complex systems or components
- System or component life expectancy
- Adequacy or efficiency of any system or component
- Items specifically noted as excluded in the inspection report If inspection is desired of any of the areas/items, systems or components listed above, then this may be covered under the terms of a Special Purpose Report and Client shall contract the appropriate professionals if the Inspector is not appropriately qualified to carry out that inspection and deliver a separate report

6. Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law.

6a. Report Ownership: The inspector named on the report will remain the owner of the report at all times. The fee paid by Client is for the physical inspection only and the inspector named on the report remains all rights and copyrights of the written report of which the inspector has granted the Client only, named on the report a copy for his or her information only. All rights reserved. No part of the report may be reproduced in any manner or passed on to any third party without the express written consent of the inspector named on the report.

7. The written report to be prepared by the Inspector shall be considered the final exclusive findings of the Inspector of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the issuance of the written report. Client further understands and agrees the Inspector reserves the right to modify the inspection report for a period of time that shall not exceed five business days after the inspection report has first been delivered to Client.

8. Client understands and agrees that any claim arising out of or related to any act or omission of the Inspector in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to the Inspector within ten (10) ©Independent Property Inspections 2014 business days of discovery. Client further agrees to allow the Inspector to reinspect the claimed discrepancy, with exception of emergency conditions, before Client or Client's agent's employees or independent contractor's repairs, replaces, alters or modifies the claimed discrepancy. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims Client may have against the Inspector

9. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the Rules and procedures of the Arbitration Australia. The decision of the Arbitrator appointed thereunder shall be final and binding and judgement on the Award may be entered in any court of competent jurisdiction

10. It is understood and agreed by and between the parties hereto that the Inspector is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by the Inspector in the performance of a limited visual inspection of the general condition of the structure's systems and components as described in Paragraph 4 and production of a written inspection report, that because of the limited nature of this inspection the inspection cannot be

expected to uncover all defects or deficiencies within the structure and that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services. Thus, Client and Inspector agree that in the event that the Inspector breaches its obligation or duty to perform such service and Client is thereby damaged, then the liability of the Inspector (including its officers, agents and employees) shall be limited to a sum equal to the amount of the fee paid by the customer for inspection and report and this liability shall be exclusive.

11. Client understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by Client shall and payment therefore will constitute acceptance of the terms and conditions of this Agreement.

12. The Use of Photo's: The report may include photographs. Some pictures are intended as a courtesy and are added for information. Some are to help clarify where the inspector has been, what was looked at and the condition of the component at the time of the inspection. Some pictures may be of deficiencies or problem areas, these are to help you better understand what is documented in the report and may allow you to see areas or items you normally would not see. Not all problem areas, defects or conditions will be supported with photos.

13. We Do Not check or test the operation or condition of appliances and fixtures including stoves, ovens, dishwashers, heaters, air conditioners, hot water systems, solar systems, fire places, chimneys or any other electrical, mechanical or plumbing appliances or fixtures that may be present. We recommend you arrange for the owners or the selling agent to demonstrate these to you during your inspections.

14. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

15. This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement.

No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties.

This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

I have read, understand and agree to all the terms and conditions of this contract and to pay the associated fees.

Cancellation policy, Inspections that are cancelled within the following time frames a percentage of the inspection cost will be charged.

Within 72hrs of confirmed inspection 25% of inspection cost

Within 48hrs of confirmed inspection 50% of inspection cost

Within 24hrs of confirmed inspection 75% of inspection cost

Day of the inspection 100% of the inspection cost

(Pest Inspections, are conducted as per AS4349.3-2010)

Dated _____

Signature of Client _____

For the Inspector: IPI Newcastle Paul Sawka

Pest Inspection Agreement Form

THIS AGREEMENT FORMS PART OF THE PRE-PURCHASE PEST INSPECTION REPORT. YOU AGREE TO THE FOLLOWING CONDITIONS & THE INSPECTION TYPE ORDERED BY YOU.

This inspection will be carried out in compliance with AS4349.3-2010 except for Strata Units or properties where the inspection will be according with Appendix B of AS4349.1-2007.

1. This inspection is a visual evaluation only for the buildings within 30 metres of the main building and within the inspection properties boundaries.
2. ACKNOWLEDGMENT: I agree to contact the Inspector once I have read the report or the Inspector will contact me.
3. The Purpose of the inspection is to give advice about the condition of the property with regard to timber pests.
4. Safe and reasonable access will only be achieved to the property being inspected to the areas of, The Exterior, The Site, The Boundaries, The Roof Exterior (subject to height & weather restrictions) The Interior, The Interior of The Roof Space and within the Sub Floor areas (if applicable) only.
5. The report will also advise on visible safety hazards to the buildings elements on the day and time of the inspection.
6. The Inspector will not conduct any invasive inspections. (Written instructions must be provided for any invasive inspections required now or in the future as the Inspector will not cut, break apart, dismantle or remove any objects of roofing, wall or ceiling linings, A/C ducting, foliage, roof insulation, floor or wall coverings, fixtures, furnishings or any personal belongings currently in place.)
7. The Inspector will advise you should there be need to carry out an Invasive Inspection to the property that they inspected. In the event an Invasive Inspection should be required, then you should NOT agree to anything until this Invasive Inspection has been completed and reported on.
8. We DO NOT & WILL NOT inspect inside of walls, between floors, inside flat roofing, inside any eave areas, behind any stored goods in cupboards, behind heavy furnishings and other areas that are obstructed at our inspection.
9. It is highly recommended that a full Building Inspection be carried out in compliance with AS4349.1-2007.
10. No inspection will be carried out for Asbestos under this report
11. No inspection will be carried out for Magnesite. (This is out of our area of expertise)
12. No inspection will be made for Mould. (This is out of our area of expertise, however if noticed we may make comment)
13. Costs for building work are not provided within this Report. Should you require any costings you should seek further advice from a licensed builder.
14. When a property is occupied we bring your attention to be aware that furnishings and other belongings may conceal evidence of other issues which can only be discovered if and when these items are moved or removed and or after this inspected property has been vacated.
15. We will at times recommend other types of inspections that are out of our areas of expertise during our inspection reporting process.
16. This Inspection will not cover or report the items listed in Appendix D to AS4349.1-2007. A copy of Appendix D can be provided upon request.
17. Where a Strata Title property is to be inspected, then we will only inspect the strata unit's interior and the unit's immediate exterior to be inspected as detailed in Appendix B in AS4349.1-2007. A full Strata Report must be obtained for all of the common areas before you make an informed decision to purchase the Unit. A copy of Appendix B can be provided upon request.

18. If an issue, pending dispute or a claim arises out of this inspection and report then each party must give written notice to each of the parties within 28 days. Disputes will then be handled by an independent mediator or arbitrator. Each party will pay their own costs.

19. We will not be liable for any third party loss or damage suffered by any Person other than you in connection with the Inspection Reports use. We are released from any claims or further actions, damages or loss whatsoever if this report is to be used by another person or entity without our written permission to do so.

20. The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. If sub-floor areas appear to have been recently sprayed with any Chemical Treatments these areas should not be inspected unless it is safe.

Area	Access Panel	Crawl Space	Accessible Height
Roof Space	400mm x 500mm	Minimum 600mm x 600mm	From a 3.6m ladder off a level platform and only if it is safe to do so
Roof Exterior			From a 3.6m ladder only and off a safe level ground surface
Subfloor	Subject to inspectors discretion as to safe and reasonable access	Vertical clearance Timber floor: 400* Concrete floor: 500	

* To underside of bearer, joist or other obstruction to access.

21. Limitations to this Inspection are noted above and how these limitations may affect the Inspection are:

- In general, any stored or scattered goods, stored boxes, parked cars, bikes, boats, trailers, A/C unit's and their ducting and any external covering foliage, plants, vines, stored fire wood and timbers, vines clinging to external wall surfaces, trees covering areas will hinder our inspection to the areas clearly stated within the body of this report.

22. We invite you to contact the inspector shown on the last page of this report, so any implications or unresolved issues can be explained. The inspector can only advise on areas within their area of expertise. Any unexplained areas you agree to research yourself prior to making any further decision to purchase this property.

23. AGREEMENT: I have read and understand and agree to associate Fees and the Pre Purchase Inspection I am about to have carried out on my behalf by the company shown on the front of this agreement.

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Within 24hrs of confirmed inspection 75% of inspection cost

Day of the inspection 100% of the inspection cost

(Pest Inspections, are conducted as per AS4349.3-2010)

Signed_____

Full Name_____ Dated_____

THIS AGREEMENT IS TO BE SIGNED BY THE CLIENT AND FAXED OR EMAILED TO THE INSPECTOR