MK HOME INSPECTIONS - RESIDENTIAL INSPECTION AGREEMENT

This Residential Inspection Agreement ("Agreement") governs residential inspection services provided by MK Home Inspections ("INSPECTOR") to the person or persons ordering or authorizing the inspection ("CLIENT").

This Agreement applies to the residential property identified by CLIENT when scheduling or ordering inspection services ("Inspected Property").

Inspection Fee and Services: The inspection fee and services to be performed are those identified in the CLIENT'S appointment, invoice, or order confirmation. Optional or ancillary services, including sewer camera inspections, HVAC ductwork camera inspections, termite/WDI inspections, well/septic inspections, pool inspections, or other services, are included only when specifically selected or identified as part of the inspection order.

The Parties understand and voluntarily agree as follows:

1**. PERMISSION TO ENTER PROPERTY**

CLIENT is responsible for ensuring that INSPECTOR has permission to enter the Inspected Property and perform the inspection on the scheduled date.

INSPECTOR is not responsible for any disruption, delay, limitation, or interference with the inspection caused by construction, renovations, painting, cleaning, moving, occupants, contractors, personal property, or other activities or conditions occurring at the Inspected Property at the time of the inspection.

2. ASSUMPTION OF RISK OF INJURY

INSPECTOR may have no prior knowledge of conditions existing at the Inspected Property before arriving for the inspection. CLIENT is encouraged to attend the inspection but understands that construction sites, occupied homes, vacant properties, crawlspaces, attics, exterior areas, and other portions of a property may contain hazards.

CLIENT assumes the risks associated with attending the inspection and releases and holds harmless INSPECTOR, its employees, agents, and representatives from claims arising from CLIENT'S attendance at the inspection, to the extent permitted by applicable law.

3. **SCOPE OF SERVICES**

INSPECTOR agrees to provide professional home inspection services in accordance with the Oklahoma Construction Industries Board Home Inspection Standards of Practice, OAC 158:70 ("Oklahoma Standards"), and this Agreement.

The Oklahoma Standards contain limitations, exceptions, and exclusions that define the scope of a home inspection.

A home inspection is a limited, non-invasive visual examination of the readily accessible systems and components of the Inspected Property. The inspection may include structural components, lot drainage, roofing, electrical, plumbing, heating, air conditioning, and other systems or components required by the applicable Oklahoma Standards.

The inspection is based upon observations made at the Inspected Property on the date and time of the inspection. It is not a prediction of future conditions, performance, failures, or remaining service life.

Conditions can change after the inspection, and systems or components that were functional at the time of inspection may subsequently fail.

The inspection is not an engineering analysis, technically exhaustive evaluation, code-compliance inspection, warranty, guarantee, or insurance policy.

4. **HOME INSPECTION REPORT**

INSPECTOR will prepare a written home inspection report describing the systems and components inspected and reporting observations in accordance with the applicable Oklahoma Standards.

The report may identify systems or components that, in INSPECTOR'S professional opinion, were not functioning as intended, contained material defects or concerns, warranted repair, further evaluation, monitoring, or other corrective action.

The report will also identify required systems or components that were present but not inspected when applicable and the reason they were not inspected.

Recommendations for further evaluation are recommendations for additional investigation by an appropriately qualified contractor, specialist, engineer, or other professional and are not representations regarding the ultimate cause, extent, repair method, or cost of a condition.

5. **GENERAL EXCLUSIONS AND LIMITATIONS**

The inspection is not technically exhaustive and will not identify every condition, defect, concealed condition, or latent defect that may exist.

The inspection does not include cosmetic or aesthetic concerns or matters of taste unless those conditions also indicate a material defect or concern.

Unless specifically included as an additional service, INSPECTOR is not required to:

(a) inspect systems, components, or areas that are concealed, inaccessible, unsafe, obstructed, or not readily accessible;

(b) determine the remaining service life of any system or component;

(c) determine the strength, adequacy, effectiveness, efficiency, capacity, or insurability of any system or component;

(d) determine the exact cause of a condition or defect;

(e) prescribe specific methods, materials, or costs for repairs or corrections;

(f) predict future conditions, failures, or performance of systems or components;

(g) determine suitability of the Inspected Property for a specialized use;

(h) determine compliance with building codes, ordinances, zoning requirements, regulations, manufacturers' installation requirements, or other regulatory requirements unless specifically required by the applicable Oklahoma Standards;

(i) determine the presence of potentially hazardous plants, animals, insects, wood-destroying organisms, mold, mildew, fungi, bacteria, or other biological contaminants unless specifically included as an additional inspection service;

(j) determine the presence of environmental hazards or contaminants, including toxins, carcinogens, lead, asbestos, radon, hazardous chemicals, soil contamination, water contamination, or air-quality conditions;

(k) identify or determine the effectiveness of systems or methods intended to control or remove hazardous substances;

(l) determine operating costs, acoustical properties, or energy efficiency;

(m) perform engineering, architectural, environmental, or other professional services outside the scope of a home inspection;

(n) provide warranties or guarantees of any kind;

(o) operate systems or components that are shut down, disconnected, otherwise inoperable, or do not respond to normal operating controls;

(p) turn on utility services or operate shutoff valves;

(q) enter areas that INSPECTOR determines may be unsafe, may present an unreasonable risk of injury, or may result in damage to the Inspected Property or its systems or components;

(r) enter crawlspaces, attics, roofs, or other areas that INSPECTOR determines are not safely or readily accessible;

(s) inspect underground, concealed, or under-slab systems or components, including sewer lines, water lines, gas lines, electrical lines, underground storage tanks, or similar systems, unless specifically included as an additional inspection service;

(t) inspect detached structures other than those required by the applicable Oklahoma Standards or specifically included in the inspection;

(u) inspect common elements or common areas of condominiums, cooperatives, or other multi-unit properties unless specifically included;

(v) move furniture, personal property, stored items, appliances, equipment, ceiling tiles, plants, soil, snow, ice, insulation, debris, or other obstructions;

(w) dismantle systems or components except where specifically required by the applicable Oklahoma Standards;

(x) light standing gas pilot lights that do not have normal user-operated ignition controls;

(y) determine repair or replacement costs or provide cost estimates; or

(z) perform any action specifically excluded by the applicable Oklahoma Standards.

INSPECTOR is not required to determine whether the Inspected Property has been affected by the manufacture, distribution, storage, possession, or use of illicit drugs or related chemicals or substances.

For log homes or similar construction, the inspection does not include determining concealed decay within logs, log walls, log foundations, roofs, or other concealed portions of the structure.

Nothing in this Agreement expands the inspection beyond the applicable Oklahoma Standards unless an additional service is specifically agreed upon.

6**. THIRD-PARTY SERVICE PROVIDERS**

INSPECTOR may recommend contractors, specialists, laboratories, engineers, tradespersons, or other third-party service providers when further evaluation, testing, repair, or specialized services are appropriate.

CLIENT understands that these providers are independent third parties unless expressly stated otherwise.

INSPECTOR is not responsible for the acts, omissions, opinions, workmanship, pricing, representations, or services of independent third-party providers.

7. **USE OF THE INSPECTION REPORT**

The inspection and inspection report are prepared for CLIENT'S use in connection with the Inspected Property.

INSPECTOR may provide or discuss the report or inspection observations with CLIENT'S authorized representatives, including real estate professionals, attorneys, contractors, or other persons when authorized by CLIENT.
The report is not intended for unauthorized third-party reliance. Any unauthorized third party who obtains or relies upon the report does so at their own risk, and INSPECTOR assumes no responsibility for such reliance.

CLIENT may not alter the report in a manner that misrepresents INSPECTOR'S findings or opinions.

8**. INSPECTION FEE AND ADDITIONAL FEES**

The inspection fee is due on or before completion of the physical inspection unless other arrangements have been made.

If the inspection fee has not been paid as required, INSPECTOR is not obligated to release the inspection report or other inspection information until payment has been received in full.

CLIENT is responsible for reasonable expenses incurred in collecting overdue amounts, to the extent permitted by applicable law.

Returned payments may be subject to a $50 service charge.

Any applicable finance charges, collection expenses, legal fees, or other charges shall be assessed only to the extent permitted by applicable law.

9. **OPTIONAL / ANCILLARY INSPECTION SERVICES**

When selected by the CLIENT as part of the inspection order, optional or ancillary inspection services may be performed in conjunction with the standard residential home inspection. These services are supplemental to the standard home inspection and may be outside the scope of the Oklahoma Home Inspector Standards of Practice.

Unless specifically stated otherwise, all terms, conditions, limitations, exclusions, and liability provisions contained in this Agreement also apply to any optional or ancillary services performed by the INSPECTOR.

Sewer Camera Inspection: A limited visual camera inspection of accessible portions of the main sewer lateral from an available access point. The inspection does not include hydrostatic testing or inspection of all branch waste lines. Access, pipe configuration, standing water, obstructions, or other conditions may limit the inspection.

HVAC Ductwork Camera Inspection: A limited visual camera inspection of accessible portions of the HVAC duct system where the camera can be safely inserted and advanced. This service does not constitute inspection of the entire duct system and does not determine air quality, leakage rates, airflow, system design, microbial growth, or conditions within inaccessible portions of the ductwork.

Pool/Spa Inspection: When selected, the pool/spa inspection is a limited visual and functional inspection of readily accessible components at the time of inspection. Concealed components, underground piping, leak detection, water chemistry, engineering/design, and code compliance are not included. Conditions and equipment that are inaccessible or not operating at the time of inspection may not be evaluated.

10. **RETURN INSPECTIONS**

If systems, components, or areas cannot be inspected because of conditions existing at the Inspected Property at the time of the inspection, those limitations will generally be identified in the inspection report.

CLIENT understands that it is CLIENT'S responsibility to contact INSPECTOR if CLIENT wants INSPECTOR to return at a later date to inspect previously inaccessible or inoperable systems, components, or areas.

A return inspection or re-inspection is a separate service and may be subject to an additional fee unless otherwise agreed in writing.

11**. SEVERABILITY**

If any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

Any provisions that by their nature are intended to survive completion or termination of this Agreement shall remain in effect.

12**. LIQUIDATED DAMAGES AND LIMITATION OF LIABILITY**

INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies, whether existing at the time of inspection or arising thereafter, except as otherwise required by applicable law.

CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees for claims arising out of or relating to this Agreement, the inspection, or the inspection report, including claims based upon breach of contract, negligence, fraud, misrepresentation, violation of law, statute, regulation, ordinance, or other theory of liability, shall be limited to liquidated damages in an amount equal to the inspection fee paid to INSPECTOR, to the extent permitted by applicable law.

CLIENT waives claims for consequential, exemplary, special, or incidental damages and loss of use of any portion of the Inspected Property, to the extent permitted by applicable law.

The Parties acknowledge that this limitation is not intended as a penalty but is intended to reflect that actual damages may be difficult or impractical to determine, to allocate risk between INSPECTOR and CLIENT, and to permit INSPECTOR to provide the inspection for the stated fee.

CLIENT understands that CLIENT may consult another professional or retain another inspection company if CLIENT does not agree with this provision.

13**. DISCLAIMER OF WARRANTIES**

The inspection and inspection report are not a warranty, guarantee, insurance policy, or representation regarding the present or future condition or performance of the Inspected Property or any system or component.

Except as expressly provided in this Agreement or required by applicable law, INSPECTOR disclaims express or implied warranties to the extent permitted by law.

14. **NOTICE OF CLAIMS**

CLIENT agrees to provide INSPECTOR written notice upon discovery of any claim alleging that INSPECTOR failed to fulfill obligations under this Agreement.

CLIENT agrees to provide INSPECTOR a reasonable opportunity, including up to ten (10) days after receiving notice when reasonably practicable, to return to the Inspected Property to observe, photograph, inspect, and evaluate the condition giving rise to the claim.

Except for emergency conditions or actions reasonably necessary to prevent additional property damage or injury, CLIENT agrees not to materially alter, repair, replace, or permit others to materially alter the claimed condition before INSPECTOR has been provided a reasonable opportunity to inspect and document it.

15. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma when the Inspected Property is located in Oklahoma.

To the extent permitted by applicable law, any litigation arising from this Agreement or inspection services provided by INSPECTOR shall be filed in a court of competent jurisdiction in the county in which INSPECTOR maintains its principal place of business.

16. **LIMITATION ON TIME TO INITIATE LEGAL ACTION**

To the extent permitted by applicable law, any legal action, dispute, controversy, or claim arising out of or relating to this Agreement, the inspection, or the inspection report, including claims based upon breach of contract, negligence, fraud, misrepresentation, violation of statute, regulation, ordinance, or other theory of liability, must be initiated within one (1) year from the date the inspection report is delivered to CLIENT.

CLIENT understands that this contractual period may be shorter than a limitation period otherwise provided by law.

17**. NO ASSIGNMENT**

CLIENT may not assign CLIENT'S rights or obligations under this Agreement without INSPECTOR'S written consent.

This Agreement is intended for the benefit of the Parties and their respective permitted successors and assigns and does not create rights or benefits enforceable by unauthorized third parties.

18. **ENTIRE AGREEMENT**

This Agreement, together with any written addenda or additional-service agreements applicable to services specifically ordered by CLIENT, constitutes the entire agreement between the Parties concerning the inspection services.

No oral statement, representation, or agreement shall modify this Agreement.

Any modification to this Agreement must be made in writing and agreed to by the Parties.

19. **ACCEPTANCE OF TERMS**

CLIENT acknowledges that CLIENT has read, or has been provided the opportunity to read, this Agreement and the applicable Oklahoma Construction Industries Board Home Inspection Standards of Practice before the inspection.

CLIENT understands that this Agreement contains important terms, conditions, limitations, exclusions, and limitations of liability.

By scheduling, ordering, authorizing, and/or paying for inspection services provided by MK Home Inspections, CLIENT acknowledges acceptance of and agrees to be bound by this Agreement.

CLIENT also acknowledges having read, or having been provided the opportunity to read, the applicable Oklahoma Construction Industries Board Home Inspection Standards of Practice, OAC 158:70.

CLIENT may consult legal counsel or any other person regarding this Agreement before accepting its terms. If CLIENT does not agree with these terms, CLIENT may decline the inspection services and retain another inspection company.

OKLAHOMA STANDARDS OF PRACTICE

MK Home Inspections performs Oklahoma residential home inspections in accordance with the applicable Oklahoma Construction Industries Board Home Inspection Standards of Practice, OAC 158:70.

Clients are encouraged to review the current Standards of Practice before ordering inspection services.
Oklahoma Construction Industries Board:
https://oklahoma.gov/cib/rules-and-laws.html