

AHI, Inc.

General Consulting Agreement

This General Consulting Agreement Limits Our Liability - Please Read

This Agreement (which may include multiple Services) is made by and between AHI, Inc. and , "Client". The Subject of this Agreement is the Services Elected at , "Subject".

Total Fees for Requested Service(s) Ordered are as follows: .

(Total Fees may be comprised of one or more Services, refer to Invoice(s) for details)

1. **Introduction** - AHI, Inc. (Company) offers Professional Consulting and Support Services for Buildings, Dwellings and or Swimming Pool/Spas (Service(s)). This General Consulting Agreement (Agreement) is for Service(s) which are non invasive, limited and visual.
2. **Elected Service(s)** - Client requests and elects the specific Service(s) as outlined and specified on the Invoice to be performed by or subcontracted through Company. Service(s) are limited to those specifically elected and paid for.
3. **Scope of Service(s)** - For all Service(s), Company will meet or exceed the ASHI or ASTM current Standards of Practice (copies of which are available any time), whichever applicable. Infrared (IR) Thermographic equipment, if elected, is used in a manner consistent with the Standards of Practice for a Level I CRT (a copy of which is available at any time). Subject to the terms and conditions stated herein, Service(s) typically include review of designated components of the Buildings, Dwellings and or Swimming Pool/Spas, such as, plumbing, electrical, roof, and major mechanical operating systems of the building/pool; and in addition, functional operation of specified major built-in appliances. Detached or ancillary components are not included unless agreed upon and stated on the invoice. The purpose and scope of Service(s) is to offer our opinion of readily visible, apparent or obvious conditions. The term "Material Defect" is often used and defined as follows: "A problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is near, at or beyond the end of its normal useful life is not, by itself, a Material Defect." For purposes of this Agreement, this definition applies to Buildings, Dwellings and or Swimming Pool/Spas. This Agreement is for Service(s) which are non invasive, limited and visual. As a result of Service(s) for Buildings, Dwellings and or Swimming Pool/Spas, inferences are often drawn which cannot be confirmed by direct observation. For Service(s) requiring invasive procedures, a separate Invasive Services Agreement is required for authorization and approval by appropriate parties prior to initiating services. Therefore, it should be understood that Company can offer opinions on readily accessible visually evident issues, and reduce the number of unforeseen issues; however, Company cannot eliminate them. Consequently, unless offered and or agreed by a separate Warranty Agreement, no guarantee or warranty is offered or implied.
4. **Documentation of Opinion** - Company observations, findings, recommendations and or opinions (including limitations) will be in a written Documentation of Opinion format, and distributed to Clients and or other authorized parties only (as per Client written authorization below or modified by separate Agreement).
5. Client acknowledges the following: Client presence at the date and time of Service(s) has been requested, unless otherwise prohibited; that the written Documentation of Opinion is a summation of observations; that the Service(s) are non invasive, limited and visual (refer to Scope of Services); and that the purpose of Service(s) is to assist the Client to better understand the physical aspects of the specified systems and components of the Building, Dwelling and or Swimming Pool/Spa. Client is advised to read the entire Documentation of Opinion and any supporting documents or attachments. If Client is unable to attend the Service(s), Company will proceed with the Service(s) at the date and time agreed, only if this signed Agreement and payment (or provisions for payment) have been received or arranged by Company. A sample copy of Documentation of Opinion is available to the Client for review upon request prior to signing of this Agreement.
6. **Notice To Company** - In the event of a discrepancy, dispute or claim arising from the performance of Service(s) by Company and/or its Consultants, the Client agrees to promptly notify Company in writing. Client guarantees Company the right to examine the subject matter of any claim, prior to the Client's performance of any remedial action (unless of an emergency nature or for the safety of persons or property). This is a condition precedent to Client's claim. In addition, all formal demands, claims, Arbitration actions (refer to Arbitration Provision below) or legal actions of any kind against Company and/or its Consultants, arising from this Agreement and/or the Service(s) and Documentation of Opinion must be filed by the Client within one (1) year of the date of Service(s).
7. **Arbitration Provision** - All controversies or claims between the parties hereto in any way, directly or indirectly, arising out of, connected with or relating to the interpretation of this Agreement, the scope of the Service(s) to be provided by Company, the Documentation of Opinion to be issued by Company or as to any matter involving the contemplated transaction, including, but not limited to, (a) any promises, representations or negotiations concerning either the performance of the Company, duties hereunder, (b) any act or omission of Company in the performance of its responsibilities hereunder, and/or (c) the documents relating thereto, shall be determined, solely and specifically, by arbitration in accordance with the applicable rules of the **AMERICAN ARBITRATION ASSOCIATION**, except for the procedure for selection of the arbitrator. The parties shall mutually appoint an

arbitrator who is knowledgeable and familiar with the appropriate and relevant industry. The arbitration decision shall be binding on all parties and judgment upon award rendered may be entered in any court having jurisdiction.

By initialing here, Client agrees to and fully understands the Arbitration Provision.

8. **Entire Agreement** - This Agreement contains the entire agreement between the parties hereto, and there are no other representations, warranties or commitments, except as are specifically set forth in this document. This document supersedes any and all representations or discussions, whether oral or written, if any, among the parties relating to the subject matter of this Agreement. This Agreement may be modified, altered or amended only by a writing signed by all the parties hereto. If any portion of this Agreement is found invalid or unenforceable by any court of qualified jurisdiction, the remaining provisions shall remain in force between the parties. The provisions of this Agreement remain valid and in force for any and all subsequent, additional and or secondary Service(s) performed or requested for Subject Property.
9. **Condition as of Service(s) Date(s)** - The Documentation of Opinion is based on conditions of the Building, Dwelling and or Swimming Pool/Spa existing, readily visible, apparent or obvious on the Service(s) Date(s). Since not all conditions are apparent on the Service(s) Date(s), Client is advised to seek additional input from the appropriate additional parties, such as owner and or additional consultants, contractors, specialists, if applicable, about any defects/malfunctions known to exist regarding the major structural components, roof and other leaks, foundation water problems, operating systems, and mechanical components of the Building, Dwelling and or Swimming Pool/Spa prior to forming an opinion. Company is not responsible for the non-discovery of any patent or latent defects in materials, workmanship or other aspects of the Building, Dwelling and or Swimming Pool/Spa, or any problems which may occur or become evident after the Service(s) Date(s). Company is not responsible for future failure and repair. Company is not responsible for problems which occur or arise due to or during alterations after the Service(s) Date(s). Client understands and acknowledges that in many cases secondary or follow up Service(s) are recommended, required and or beneficial and, by way of this statement, Company has expressed availability to assist in such situations. Client is advised to perform a secondary evaluation of all systems and equipment if any time has expired between the Service(s) Date and end of due diligence period, if any, as failures and defects sometimes occur in the time period between the Service(s) Date(s) and end of due diligence period, if any. Client is advised to review the Building, Dwelling and or Swimming Pool/Spa, especially roof system and foundation during a period of rain, if applicable. Client is further advised with regard to vacant or abandoned Buildings, Dwellings and or Swimming Pool/Spas and related systems to have all systems operational for careful review prior to end of due diligence period, if applicable.
10. **Limit of Liability** - If Client or any third party claims Company is liable for negligently performing the Service(s) and/or preparing the Documentation of Opinion, or if for any other reason, Client claims Company has not fully satisfied all of our obligations under this Agreement, liability to Client is limited to the fee paid for primary Service(s) only and Client releases Company from any additional liability. Client agrees to indemnify, defend, and hold Company harmless if any third party brings a claim against Company relating to our Service(s) or the Documentation of Opinion.
11. **Distribution of Documentation of Opinion** - Company, upon receipt of payment of Fees for Service(s), in full, will release the Documentation of Opinion, to the Client only via PDF Email Document, unless directed otherwise below. The Documentation of Opinion is confidential and for use by the Client only and or as Client authorizes otherwise. Unauthorized access or distribution of the Documentation of Opinion is prohibited. The Documentation of Opinion may not be relied upon by any other unauthorized person. By initialing below and providing, or confirming, the representative's name(s), Client gives the authority to release a copy of the Documentation of Opinion to representative, the representative's staff, assistants or partners unless otherwise noted.

YES - Release the Documentation of Opinion to Client and Client's representative(s) OR NO - Do not release the Documentation of Opinion to anyone but Client.

12. **Exclusions and Limitations** - In addition to that contained elsewhere in this Agreement, **the following are specifically excluded from the Service(s):**
- General Exclusions** - Except as modified by inclusion in the Elected Services section of this Agreement, The following items, systems and components are excluded; underground or concealed pipes, electrical lines or circuits, sewer lines and/or on-site waste disposal systems, water softeners, intercom systems, security systems, fire suppression systems, central fire detection systems, telephone and cable TV cables or systems, low voltage lighting systems, exterior landscape lighting systems, any timing systems, water purification systems, water quality or supply, well systems, solar systems, swimming pools/spas and/or related equipment/systems, instant water heating devices, pressure testing of central air conditioning systems, operation of central air conditioning systems when outside air is below 60 degrees or has been 24 hours prior to date(s) of services, window or through wall air conditioners, furnace heat exchangers, wood and/or coal stoves, pre fab, zero clearance and/or gas fireplaces, chimney flues or liners, gas lights, free standing/portable appliances, personal property, the conducting of any soils or geological test, the identification or Consulting Services for any underground fuel oil or other tanks or soil contamination from the same, the dismantling of any object or any portions of the Building, Dwelling and or Swimming Pool/Spa, concealed or inaccessible portions/areas other than readily accessible service panels (ceiling tiles are not considered service panels), termites, dry rot, mold, mildew, fungus, spores or other wood destroying pests or organisms and for common pests or rodents. Electrical receptacles, windows, doors and other multiple items are addressed by reviewing a representative number or sampling as opposed to the specific functionality of every single item. Company does not activate any system that is not operational unless authorization to do so is received.
 - Title or Code Compliance** - Company will not investigate nor give any opinion concerning easements, condition of title, zoning matters, or compliance of the Buildings, Dwellings and or Swimming Pool/Spas improvements with any governmental building code requirements or permits. This is not a code compliance or enforcement review. Client is advised to contact the appropriate governmental agencies if such information is desired or required.
 - Latent Defects** - Defects such as cracking, leaking, surface displacements, or landslides resulting from latent defects such as, without limitation, water leaks, surface or ground water, land subsistence, or other geological problems are excluded.
 - Product Defects and Environmental Hazards** - Except as modified by Elected Services section of this Agreement, Service(s) is/are not a chemical or laboratory analysis nor a search for defective products or environmental hazards, such as but not limited to radon gas, mold, mildew, Materials regularly used in building construction may contain potentially hazardous substances such as asbestos, lead and formaldehyde. Our Documentation of Opinion excludes chemical or laboratory analysis, defective products, and environmental hazards including, without limitation, radon gas, mold, mildew, fungus, asbestos, lead, lead paint, lead paint contamination, soil, air and water quality and formaldehyde. Client is advised to seek further investigation of these matters at your own expense and risk.

- e. **Foundation** - Services are limited to portions of space that is readily visible/accessible. Since portions of these areas may be blocked from access or review by personal property, Client is advised to review these areas prior to the end of due diligence period, if applicable, and during a period of rain to determine if any concerns or water penetration is evident that may have been obstructed or concealed from view or not evident due to dry weather at the date(s) and time(s) of Service(s).
- f. **Roof Limitations** - Service(s) regarding the roof is limited to portions that are readily accessible, without risk and or without potentially damaging the Building, Dwelling and or Swimming Pool/Spa or roof. Company is not responsible for portions of the roof that were not accessible or visible. Roof conditions may vary depending on weather. Leaks and other concerns may not be apparent at the date(s) and time(s) of the Service(s). Client is advised to review the roof system during a period of rain, prior to the end of due diligence period, if applicable.
- g. **Decks, Balconies and Porches** - Service(s) regarding these structures is limited to visual review of accessible components. Company does not determine the load carrying capabilities of these or any other structural components. Due to the nature of these surfaces, overloading and possible collapse can occur. Client is advised to consult with a Qualified Professional Engineer if further evaluation is required or desired.
- h. **Cosmetic Features** - Cosmetic features are excluded, without limitation, paint, wall coverings, carpeting, floorings, paneling, lawn and shrubs. Company will not probe any finished surface such as, without limitation, painted surfaces, finished plaster and wall paper.
- i. **Secondary or Consequential Damages** - Any claims for secondary or consequential damages are excluded.

THE DOCUMENT OF OPINION DOES NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND. THE DOCUMENT OF OPINION REFLECTS OBSERVATIONS OF CERTAIN LISTED ITEMS OF THE BUILDING, DWELLING AND OR SWIMMING POOL/SPA AS OF THE DATE(S) AND TIME(S) OF SERVICE(S) AND IS NOT A LISTING OF REPAIRS TO BE MADE. THE DOCUMENTATION OF OPINION IS NOT INTENDED FOR USE AS A GUIDELINE IN NEGOTIATING THE VALUE OF THE BUILDING, DWELLING AND OR SWIMMING POOL/SPA, IF APPLICABLE, NOR SHOULD IT BE CONSTRUED AS AN OPINION OF VALUE. THE DETERMINATION OR RESPONSIBILITY FOR CORRECTIONS, REPAIRS OR REPLACEMENT IS BEYOND THE SCOPE OF OUR OPINION. SUCH DETERMINATION SHOULD BE MADE BY CLIENTS, CLIENTS REPRESENTATIVE AND OR AND CLIENTS ATTORNEY. COMPANY IS OFFERING AN OPINION ONLY AND DOES NOT ADVISE FOR OR AGAINST PURCHASE, IF APPLICABLE. THIS IS NOT AN ENGINEERING SERVICE; IF DESIRED CLIENT SHOULD CONTACT A QUALIFIED PROFESSIONAL ENGINEER.

- THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
- IF CLIENT IS MARRIED, OR ENTERING TRANSACTION WITH ADDITIONAL PARTIES, CLIENT REPRESENTS THE ACTUAL AUTHORITY TO SIGN FOR CLIENTS SPOUSE OR OTHER PARTY
- CLIENT UNDERSTANDS THE EXCLUSIONS AND LIMITATIONS AS SET FORTH IN THIS AGREEMENT

Client's Signature

Date

For AHI, Inc.

Date

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