

# -HOME INSPECTION COMPREHENSIVE, LLC

Werner Reichenberger, 1065 Timber Drive, Walsenburg, CO 81089  
Phone 719-406-0338, email: loghome-ok@hughes.net

## Log Home Evaluation Agreement

The address of the property is: \_\_\_\_\_

Fee for the Log Home Evaluation is \$ \_\_\_\_\_. EVALUATOR acknowledges receiving a deposit of \$ \_\_\_\_\_ from CLIENT.

Fee for travel expenses total \$ \_\_\_\_\_ TOTAL of evaluation fee and travel expenses is \$ \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between

**Werner Reichenberger, Home Inspection Comprehensive LLC** (hereinafter "EVALUATOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. EVALUATOR agrees to perform a visual evaluation of the log home and to provide CLIENT with a written evaluation report identifying the defects that EVALUATOR both observed and deemed material. EVALUATOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this Agreement or not possible, EVALUATOR agrees to perform the evaluation in accordance with the information on his website www.loghome-ok.com. This Log Home Evaluation is not a Home Inspections or Code Inspection. It does not replace a Home Inspection. The focus of a Log Home Evaluation is different than a Home Inspection. The EVALUATOR may suggest further investigation by a Home Inspector, Structural Engineer, Plumber, and Electrician etc. If the weather does not allow doing the complete evaluation the EVALUATOR will note these circumstances in his report. Unless otherwise indicated below, CLIENT understands that EVALUATOR will NOT be testing for the presence of Radon – a colorless, odorless, radioactive gas, lead, asbestos (but not limited to those) that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that EVALUATOR will NOT be testing for mold. The mold survey only points out possible red flags where mold might be present or mold growth might be possible. If this should be the case, the EVALUATOR will recommend a mold inspection.

3. The evaluation and report are performed and prepared for the use of CLIENT, who gives EVALUATOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. EVALUATOR accepts no responsibility for use or misinterpretation by third parties. EVALUATOR'S evaluation of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the Log Home or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by Colorado law.

The Log Home Evaluation is a non-evasive evaluation. The EVALUATOR can only evaluate what is visible. He can not evaluate, and this is not limited to the inside of walls, because the inside is not visible. The EVALUATOR will not inspect, and this is not limited to, any unsafe parts of the object, will not move furniture, will not walk on tile roofs, or on roofs that are considered unsafe, too steep or slippery.

4. EVALUATOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of EVALUATOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the EVALUATOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the evaluation or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the EVALUATOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the EVALUATOR and CLIENT; and (iii) to enable the EVALUATOR to perform the evaluation at the stated fee.

5. EVALUATOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the evaluation is taking place, unless the evaluator holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic Log Home Evaluation, and for additional fee, perform additional evaluations beyond those within the scope of the basic Log Home Evaluation. Any agreement for such additional evaluations shall be in a separate writing or noted here:

6. The Log Home Evaluation includes an Environmental Neighborhood Report, made by EDR. The CLIENT has to sign a separately attached EDR Agreement. If the CLIENT does not wish an Environmental Neighborhood Report, the costs for the Log Home Evaluation will be the same.

7. In the event of a claim against EVALUATOR, CLIENT agrees to supply EVALUATOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release EVALUATOR and its agents from any and all obligations or liability of any kind.

8. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the EVALUATOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against EVALUATOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of EVALUATOR in defending said claims.

9. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of EVALUATOR or its agents shall be binding unless reduced to writing and signed by EVALUATOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against EVALUATOR after one year from the date of the evaluation.

10. The fee for the Log Home Evaluation is based on a fixed daily fee. The needed time for the evaluation is estimated. In case some circumstances occur the EVALUATOR had no knowledge of, the EVALUATOR has to inform the CLIENT immediately about the circumstances and additional fees. The CLIENT has to agree to any additional fees. The travel expenses include mileage, travel time, airline ticket, costs for overnight and food and rental car, but is not limited to those. The EVALUATOR will provide the CLIENT with a total of all travel expenses. If some circumstances should occur the EVALUATOR had no knowledge of, e.g. but not limited to extended time frame of the evaluation he has to inform the CLIENT immediately about the circumstances and additional fees. The CLIENT has to agree to any additional travel expenses.

11. Payment of the fee and travel expenses to EVALUATOR (less any deposit noted above) is due upon completion of the on-site evaluation. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity. CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

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FOR EVALUATOR

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CLIENT OR REPRESENTATIVE