DAD APPROVED
HOME INSPECTIONS

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OKLAHOMA RESIDENTIAL HOME INSPECTION

PRE-INSPECTION AGREEMENT

CLIENT:	**INSPECTION DATE:**
PROPERTY ADDRESS:	**INSPECTION TIME:**
CITY/STATE/ZIP:	**INSPECTION FEE:** **$**
INSPECTOR: **Terry Haney**	**OKLAHOMA LICENSE NO.:**

IMPORTANT: This Agreement applies to a residential home inspection of an existing one-to-four-unit property performed in accordance with applicable Oklahoma home inspection laws and rules.

1 AGREEMENT AND GOVERNING STANDARDS

Client hires Dad Approved Home Inspections ("Inspector") to perform a home inspection of the property identified above. The inspection will be performed in substantial accordance with the Oklahoma Home Inspection Licensing Act and the Oklahoma Construction Industries Board (CIB) Standards of Practice in OAC Title 158, Chapter 70, as applicable on the inspection date. The Standards of Practice establish the minimum inspection scope; additional services are included only when specifically agreed to in writing.

Client acknowledges that the inspection is a visual examination of readily accessible systems and components intended to provide information about their observed condition at the time of inspection. It is not a technically exhaustive investigation and does not identify every possible defect, concealed condition, or latent defect.

2 STANDARD INSPECTION SCOPE

Unless excluded in writing below, the inspection includes the readily accessible installed systems and components required by Oklahoma Standards of Practice, including:

- Structural systems; exterior; roof system; plumbing system; electrical system.
- Heating, air-conditioning and distribution systems; interior; insulation and ventilation.
- Appliances; fireplaces and solid-fuel-burning appliances; and the primary garage or carport as required by the Standards of Practice.

The written report will identify the inspected systems/components, material observed conditions within the scope of the Standards, recommendations for correction/further evaluation/monitoring where appropriate and required items that were present but not inspected with the reason they were not inspected.

3 GENERAL LIMITATIONS AND EXCLUSIONS

The inspection and report are limited by the Oklahoma Standards of Practice. Unless separately contracted in writing, the Inspector is not required to:

- determine conditions that are concealed or not readily accessible, or move furniture, personal property, ceiling tiles, equipment, plants, soil, snow, ice, or debris;
- dismantle systems or components, perform destructive or invasive testing, or conduct a technically exhaustive investigation;
- determine remaining service life, strength, adequacy, efficiency, insurability, future performance/failure, causes of defects, or methods/materials/costs of repair;
- determine compliance with building codes, zoning, ordinances, manufacturer requirements, or other regulatory requirements except as specifically required by Oklahoma home inspection rules;
- perform engineering, architectural, trade, appraisal, market-value, marketability, or purchase-advice services, or provide warranties or guarantees;
- determine the presence of wood-destroying organisms, mold/mildew/fungi, environmental hazards, toxins, contaminants, or other hazardous substances unless a separate service is specifically contracted;
- inspect underground systems or components, private sewer/septic systems, wells/well equipment, irrigation systems, pools/spas, recreational facilities, or detached structures other than the primary garage/carport unless separately agreed in writing; or
- operate systems that are shut down, inoperable, unsafe, or that do not respond to normal operating controls, or enter areas the Inspector reasonably considers unsafe or not readily accessible.

No warranty or guarantee. The inspection is an opinion based on conditions visible and accessible at the time of inspection. Conditions can change after the inspection. The report is not a warranty, guarantee, insurance policy, or assurance against future failure.

4 ACCESS, UTILITIES, WEATHER AND SAFETY

Client is responsible for arranging lawful access to the property and, when reasonably possible, having normal utility services on and systems accessible at the scheduled inspection time. The Inspector will not activate utility services. Areas or systems may be limited or excluded when access, weather, stored items, pets, locks, unsafe conditions, equipment status, or other conditions prevent a safe inspection. Any required component that is present but not inspected will be identified in the report with the reason.

5 ADDITIONAL / ANCILLARY SERVICES

The following are **NOT INCLUDED** in the standard home inspection **unless separately selected and documented in writing**. Fees, scope, and limitations may be stated in a separate addendum:

☐ Sewer scope	☐ Pool / spa
☐ Irrigation system	☐ Septic system
☐ Well / water system	☐ Mold / air sampling
☐ Radon testing	☐ Thermal imaging / other:

6 CLIENT-REQUESTED EXCLUSIONS

Oklahoma rules allow a client to exclude otherwise required systems/components when the request is made in writing before the inspection and recorded on a signed form. Initial only items you intentionally want excluded:

_____ Structural Systems	_____ Exterior
_____ Roof System	_____ Plumbing System
_____ Electrical System	_____ Heating System
_____ Cooling System	_____ Interior
_____ Insulation & Ventilation	_____ Appliances
_____ Fireplaces / Solid-Fuel Appliances	_____ Other:

By initialing an exclusion, Client understands the excluded system/component will not be inspected and accepts responsibility for the consequences of choosing to exclude it. Inspector will have no duty to report on the condition of a client-excluded item.

7 INSPECTION REPORT, CONFIDENTIALITY AND USE

Report delivery: The written report will be delivered electronically within the agreed time frame: _____.

Confidentiality: The report is prepared for the Client. The Inspector will not disclose inspection results to another person without the Client's written consent, except when disclosure is required by the CIB, law enforcement, or a court of competent jurisdiction, or otherwise required by law.

Third-party reliance: The report is for the Client's use in connection with this property. No other person may rely on the report as a substitute for obtaining their own inspection or a written reliance agreement from Inspector.

8 FEES AND PAYMENT

The inspection fee is shown above and is earned for the inspection service, professional observations, and written report. Unless otherwise agreed in writing, payment is due no later than completion of the inspection and before release of the report. The inspection fee is not contingent on the inspection findings, report conclusions, purchase decision, closing, or any other transaction outcome.

9 CONCERNS AFTER THE INSPECTION

If Client believes the Inspector failed to comply with this Agreement or the applicable Oklahoma Standards of Practice, Client agrees to notify Inspector promptly in writing and, when safe and practical, provide a reasonable opportunity to review the concern before repairs, replacement, or alteration of the disputed condition. This paragraph does not waive any non-waivable right or remedy available under Oklahoma law.

10 OKLAHOMA LAW; ENTIRE AGREEMENT

This Agreement is governed by Oklahoma law. It, together with any signed addenda, written service selections, and client-requested exclusions, states the agreement between Client and Inspector for this inspection. If a provision is found unenforceable, the remaining provisions remain effective to the extent permitted by law. Changes must be in writing. Electronic signatures and counterparts may be used to the extent permitted by law.

11 LIQUIDATED DAMAGES & LIMITATION OF LIABILITY

To the fullest extent permitted by law, CLIENT agrees that INSPECTOR's total liability for any claim arising from or related to this Agreement, the inspection, or the inspection report—including claims based on contract, negligence, fraud, misrepresentation, statute, regulation, or other legal theory—shall be limited to liquidated damages equal to the inspection fee paid. CLIENT waives claims for consequential, exemplary, special, incidental, and loss-of-use damages. The parties agree this limitation is not a penalty, but a reasonable allocation of risk because actual damages may be difficult to determine and enables INSPECTOR to provide the inspection at the stated fee. CLIENT may consult another professional if CLIENT does not agree to this provision.

12	LIMITATION ON TIME TO INITIATE LEGAL ACTION

To the fullest extent permitted by law, any claim or legal action arising from or related to this Agreement, the inspection, or the inspection report—including claims based on contract, negligence, fraud, misrepresentation, statute, regulation, or other legal theory—must be initiated within **one (1) year from the date the inspection report is delivered to CLIENT**, regardless of when the claim or supporting facts are discovered. Failure to initiate the claim within this period constitutes a waiver and bar to the claim. **CLIENT understands that this period may be shorter than the time otherwise allowed by law.**

13	NO ASSIGNMENT / THIRD-PARTY RIGHTS

CLIENT may not assign any rights or obligations under this Agreement without INSPECTOR's written consent. This Agreement is binding upon and benefits the Parties and their respective heirs, legal representatives, and successors. **No third party acquires any rights or benefits under this Agreement or may rely upon the inspection or report unless expressly authorized in writing by INSPECTOR.**

14	ACCEPTANCE OF TERMS

CLIENT acknowledges that CLIENT has read, understands, and agrees to all terms, limitations, and exclusions of this Agreement and agrees to pay the stated inspection fee. CLIENT may consult legal counsel or others before signing and may retain another inspection company if CLIENT does not agree to these terms.

15	STANDARDS OF PRACTICE ACKNOWLEDGMENT

CLIENT ACKNOWLEDGES THAT, BEFORE THE INSPECTION BEGINS, CLIENT HAS BEEN PROVIDED ACCESS TO OR A COPY OF THE OKLAHOMA CIB HOME INSPECTOR STANDARDS OF PRACTICE (OAC TITLE 158, CHAPTER 70), HAS HAD AN OPPORTUNITY TO REVIEW THEM, AND UNDERSTANDS THAT THEY DEFINE THE MINIMUM SCOPE AND LIMITATIONS OF THE INSPECTION.

Client Initials:	**Date:**
Inspector Initials:	**Date:**

16	AUTHORIZATION AND SIGNATURES

BY SIGNING BELOW, CLIENT CONFIRMS THAT CLIENT HAS READ THIS AGREEMENT, UNDERSTANDS THE SCOPE AND LIMITATIONS OF THE INSPECTION, AUTHORIZES DAD APPROVED HOME INSPECTIONS TO PERFORM THE INSPECTION, AND AGREES TO THE TERMS ABOVE. CLIENT ALSO CONFIRMS THAT ANY REQUESTED EXCLUSIONS ARE ACCURATELY SHOWN IN SECTION 6.

CLIENT SIGNATURE:	**DATE / TIME**
INSPECTOR SIGNATURE - Terry Haney:	**OKLAHOMA LICENSE NO.:**

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