

***This is a Legally Binding Contract. Please Read It Carefully Before Accepting. Have Your Attorney/Solicitor Review It If You Wish. This contract contains a binding arbitration provision. PRINT THIS CONTRACT FOR YOUR RECORDS. This Agreement is not transferable or assignable.***

The Vehicle Identification Number (VIN) of the Recreational Vehicle is:

\_\_\_\_\_.

Brand, Model and Type of Recreational Vehicle:

\_\_\_\_\_.

State and Location where the Recreational Vehicle Inspection is to take place:

\_\_\_\_\_.

Fee for the Recreational Vehicle Inspection is \$\_\_\_\_\_. RV INSPECTOR acknowledges receiving a payment of \$\_\_\_\_\_ from CLIENT.

THIS AGREEMENT made this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_, by and between

**RV Inspection Connection, LLC** (hereinafter “RV INSPECTOR”) and the undersigned (“CLIENT”),

collectively referred to herein as “the parties.” The Parties understand and voluntarily agree as follows:

1. RV INSPECTOR agrees to perform a visual inspection of the Recreational Vehicle and to provide CLIENT with a written report identifying the defects that RV INSPECTOR both observed and deemed material. RV INSPECTOR 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, RV INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice and Code of Ethics of the National RV Inspectors Association (“NRVIA”) posted at <http://www.nrvia.org>. Although RV INSPECTOR agrees to follow NRVIA’s Standards of Practice and Code of Ethics, CLIENT understands that these standards contain limitations, exceptions, and exclusions. CLIENT understands that NRVIA is not a party to this Agreement and has no control over RV INSPECTOR or representations made by RV INSPECTOR and does not supervise RV INSPECTOR. Unless otherwise indicated below, CLIENT understands that RV INSPECTOR will NOT be testing for the presence of radon – a colorless, odorless, radioactive gas that may be harmful to humans. CLIENT understands that RV INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, contamination, and other environmental hazards or violations.
3. The inspection and report are for the use of CLIENT only. RV INSPECTOR shall be the sole owner of the report and all rights to it. RV INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release RV INSPECTOR (including employees and business entities) from any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in this Agreement. RV INSPECTOR’S inspection of the RV and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the RV or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. CLIENT understands that RV structures have unique characteristics that make it impossible for the RV Inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include any inspection of decay or hidden defects of the interior of the floor, walls, roofs, and other areas that are not accessible.
4. RV INSPECTOR 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 RV

INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the RV INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the RV INSPECTOR, 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 RV 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 RV INSPECTOR and CLIENT; and (iii) to enable the RV INSPECTOR to perform the inspection at the stated fee.

5. RV INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license or certifications in the jurisdiction where the inspection is taking place.
  6. In the event of a claim against RV INSPECTOR, CLIENT agrees to supply RV INSPECTOR 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 RV INSPECTOR and its agents from any and all obligations or liability of any kind.
  7. 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 RV INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any claims against RV INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of RV INSPECTOR in defending said claims. CLIENT further understands that any legal action against NRVIA itself allegedly arising out of this Agreement or RV INSPECTOR's relationship with NRVIA must be brought only in the District Court of /Clebune County, Arkansas. No such action may be filed unless the plaintiff has first provided NRVIA with 30 days' written notice of the nature of the claim. In any action against RV INSPECTOR and/or NRVIA, CLIENT waives trial by jury.
  8. If any court declares any provision of this Agreement invalid, 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 RV INSPECTOR or its agents shall be binding unless reduced to writing and signed by RV INSPECTOR. No change shall be enforceable against any party unless it 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 RV INSPECTOR after one year from the date of the inspection.
  9. Payment of the fee to RV INSPECTOR is due prior to the start of the on-site recreational vehicle inspection. 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.
  10. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.
  11. This Agreement is not transferable or assignable.
  12. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.
- CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

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FOR RV INSPECTION CONNECTION

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CLIENT OR REPRESENTATIVE Signature\*

Printed Name

\*One signature binds spouses/partners