



The Handyman and Home Maintenance Professionals

Required Home Evaluation Agreement

This is part of our Year Round Maintenance Agreement.

This Home Evaluation is required for and MMD Home Maintenance Plan

A one time home evaluation of all your homes working components,

Required prior to any MMD Home Maintenance Plan.

This (1) time charge for most homes under 2500 sq feet is \$350.00 and includes a complete Home Evaluation as well as a Detailed Documentation Report

MMd Home Care

Year Round Home Maintenance Agreement

Initial home Evaluation Agreement

The Client understands and agrees that this agreement is a part of the MMD Year Round Home Maintenance Plans “Evaluation & Documentation Report”, and acceptance of, or payment for the Evaluation Report by the Client will confirm this agreement, even if Client was not present during the one time Home Evaluation and/or has not signed this agreement. Nothing in the Evaluation report, and no opinion of the evaluator, shall be construed as advice to the Client to repair/improve, or not to repair/improve, the property. This Visual Home Evaluation & Documentation Report is intended to provide an opinion, through observation, as to the apparent general condition of a home’s components, systems or parts thereof, including the identification of significant observable deficiencies as they exist at the time of the evaluation. The observation is limited to a visual survey of certain fixed components and systems of a property. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls or wall coverings, floors or floor coverings, ceilings, furnishings or any other obstruction, is NOT included in this one time Home Evaluation. Client agrees to assume all the risk for all conditions, which are concealed from view at the time of this Home Evaluation. Items not identified in the Home Evaluation report are to be considered not evaluated. This Home Evaluation does not include any destructive or dismantling testing.

1. MMD Home Care Inc. agrees to perform a visual evaluation of the home/building and to provide the Client with an Evaluation Report identifying the defects that MMD Home Care observed and deemed material. MMD Home Care Inc. may offer comments as a courtesy, but these comments will not comprise the written Home Evaluation Report.
2. Unless otherwise inconsistent with this Agreement or not possible, MMD Home Care Inc. agrees to perform the Home Evaluation in accordance to the Highest Standards of Practice of integrity and the International Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. Although MMD Home Care Inc. is not Licensed as a Home Inspector nor do we claim to be performing an official home inspection we to follow InterNACHI’s Standards of Practice, Client understands that these standards contain certain limitations, exceptions, and exclusions. Client also understands that InterNACHI is not a party to this Agreement and that InterNACHI has no control over MMD Home Care Evaluations or representations made by MMD Home Care, its Evaluations and does not supervise MMD Home Care and or their Inspections. Unless otherwise indicated below, Client understands that MMD Home Care Evaluations will NOT be testing for the presence of Radon – a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, Client understands that MMD Home Care will NOT be testing for mold. Unless otherwise indicated in separate writing with a sub-contractor who is licensed and bonded in that field. Client understands that MMD Home Care will not test for compliance with applicable building codes or for the presence of potential dangers



arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.

3. The Evaluation and Documentation Report are performed and prepared for the use of Client, who gives MMd Home Care permission to discuss observations with contractors, sub-contractors, owners, repair persons, and other interested parties. MMd Home Care accepts no responsibility for use or misinterpretation by third parties. MMd Home Care Evaluations of the property and the accompanying Documentation 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 home/building 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 law. If any structure or portion of any structure that is to be Evaluated pursuant to this Agreement is a log home, log structure or similar log construction, Client understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the Evaluation to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs or similar defects that are not visible by an exterior visual inspection.

4. MMd Home Care 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 MMd Home Care, 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 MMd Home Care 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 MMd Home Inspections, 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 (a) to reflect the fact that actual damages may be difficult and impractical to ascertain; (b) to allocate risk among MMd Home Care and Client; and (c) to enable MMd Home Care to perform the Evaluation at the stated fee.

5. MMd Home Inspections does not perform engineering, architectural, plumbing, inspections 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 home Evaluation, and for additional fees, perform additional inspections beyond those within the scope of the basic home Evaluation. Any agreement for such additional inspections shall be in a separate writing by a qualified, licensed inspector.

6. In the event of a claim against MMd Home Care, Client agrees to supply MMd Home Care with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises in order to confirm deficiency. Failure to comply with the above conditions will release MMd Home Care 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 MMd Home Care has its principal place of business. In the event that Client fails to prove any adverse claims against MMd Home Care in a court of law, Client agrees to pay all legal costs, expenses and fees of MMd Home Care in defending said claims.



8. 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 MMd Home Care or its agents shall be binding unless reduced to writing and signed by MMd Home Care. 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 MMd Home Care after one year from the date of the evaluation.

9. Payment of the fee to MMd Home Care is due upon completion of the on-site Evaluation. The Client agrees to allow 72 hours for a complete "MMd Home Report Booklet" The Client agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any.

10. If Client requests a re-evaluation, the re-evaluation is also subject to all the terms and conditions set forth in this agreement. The re-evaluation of any components of the home will be billed at \$45.00 per hour.

11. This Agreement is not transferable or assignable