

PRE-INSPECTION AGREEMENT

This Pre-Contract Inspection Agreement ("Agreement") is made this _____ 1

between _____ ("Buyer") 2
Buyer Buyer


and R. Stephen Barnes Tammy A. Barnes ("Seller") 3
Seller Seller

in anticipation of the negotiation of a purchase and sale agreement between them for the real property located at 4

1419 N 54th St Seattle WA 98103 (the "Property"). 5
Address City State Zip

1. **Pre-Contract Inspection.** Seller agrees that Buyer may inspect the Property at a mutually convenient time and date. Buyer's inspection may include, at Buyer's option, the structural, mechanical and general condition of the improvements to the Property, compliance with building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/stability inspection. The inspection must be performed by Buyer or a person licensed (or exempt from licensing) under Chapter 18.280 RCW. 6-10
2. **Buyer's Obligations.** All inspections are to be (a) ordered by Buyer (b) performed by an inspector of Buyer's choice and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. Buyer shall not provide the inspection report, or portions of the report, to Seller, unless Seller requests otherwise. 11-17
3. **Sewer Inspection.** Buyer's inspection of the Property may; may not (may, if not checked) include an inspection of the sewer system, which may include a sewer line video inspection and assessment and may require the inspector to remove toilets or other fixtures to access the sewer line. 18-20
4. **Oil Storage Tanks.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed to in writing by Buyer and Seller. 21-23
5. **No Further Obligation.** The parties understand that this Agreement does not obligate the Buyer or Seller to consider or enter into a purchase and sale agreement. 24-25
6. **Attorneys' Fees.** If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to attorneys' fees and expenses. 26-27
7. **Indemnification.** Buyer shall indemnify, defend, and hold Seller harmless from any and all costs and claims for personal injury that arise as a result of Buyer's conducting the inspection, except insofar as any such claims arise from Seller's negligence or intentional misconduct. 28-30

Buyer's Signature Date

 5/21/2020
Seller's Signature Date 31

Buyer's Signature Date

Tammy Barnes 5/26/2020
Seller's Signature Date 32

Selling Broker MLS LAG No. 33

Selling Firm 33

Selling Broker's E-mail Address 34

Selling Broker's Phone Number 34