

  
**Windermere**  
REAL ESTATE  
PRE-INSPECTION AGREEMENT

This Pre-Contract Inspection Agreement ("Agreement") is made this \_\_\_\_\_ 1  
between \_\_\_\_\_ ("Buyer") 2  
Buyer Buyer  
and C Kelly Damman ("Seller") 3  
Seller Seller  
in anticipation of the negotiation of a purchase and sale agreement between them for the real property located at 4  
11602 2nd Ave NW Seattle WA 98177 (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 6  
date. Buyer's inspection may include, at Buyer's option, the structural, mechanical and general condition of the 7  
improvements to the Property, compliance with building and zoning codes, an inspection of the Property for 8  
hazardous materials, a pest inspection, and a soils/stability inspection. The inspection must be performed by 9  
Buyer or a person licensed (or exempt from licensing) under Chapter 18.280 RCW. 10
2. **Buyer's Obligations.** All inspections are to be (a) ordered by Buyer (b) performed by an inspector of Buyer's 11  
choice and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the 12  
Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all 13  
inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they 14  
were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the 15  
Property performed on Buyer's behalf. 16
3. **Sewer Inspection.** Buyer's inspection of the Property  may;  may not (may, if not checked) include an 17  
inspection of the sewer system, which may include a sewer line video inspection and assessment and may 18  
require the inspector to remove toilets or other fixtures to access the sewer line. 19
4. **Oil Storage Tanks.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited 20  
solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed 21  
to in writing by Buyer and Seller. 22
5. **No Further Obligation.** The parties understand that this Agreement does not obligate the Buyer or Seller to 23  
consider or enter into a purchase and sale agreement. 24
6. **Attorneys' Fees.** If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing 25  
party is entitled to attorneys' fees and expenses. 26
7. **Indemnification.** Buyer shall indemnify, defend, and hold Seller harmless from any and all costs and claims for 27  
personal injury that arise as a result of Buyer's conducting the inspection, except insofar as any such claims arise 28  
from Seller's negligence or intentional misconduct. 29

\_\_\_\_\_  
Buyer's Signature Date C. Kelly Damman 9.14.17  
Seller's Signature Date 30

\_\_\_\_\_  
Buyer's Signature Date \_\_\_\_\_  
Seller's Signature Date 31

\_\_\_\_\_  
Selling Broker MLS LAG No. \_\_\_\_\_  
Selling Firm 32

\_\_\_\_\_  
Selling Broker's E-mail Address \_\_\_\_\_  
Selling Broker's Phone Number 33