

**CONFIDENTIAL REPORT:** The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the inspection report. Client agrees to indemnify, defend, and hold Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

**ENFORCEABILITY:** Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

**ENTIRE AGREEMENT:** This agreement contains the entire integrated agreement of the parties hereto and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to this subject matter. No changes or modifications of this agreement are enforceable unless agreed to in writing signed by both parties.

**WAIVER OF REMEDY:** Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question. Any legal action must be initiated within one (1) year from the date of the inspection. Failure to initiate said action within one (1) year of the date of the inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen there from. This time period may be shorter than otherwise provided for by law.

**Limitation on Liability and Liquidated Damages**

THE INSPECTOR'S LIABILITY FOR ANY CLAIMS MADE BY THE CLIENT ARISING OUT OF THE SUBJECT INSPECTION REPORT AND OTHER ACTIVITIES COVERED BY THIS CONTRACT IS LIMITED TO THE AMOUNT OF THE FEE PAID FOR THE INSPECTION. THIS LIMITATION OF LIABILITY APPLIES TO ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATIONS, CONCEALMENT, VIOLATION OF A STATUTE, NEGLIGENCE PER SE AND ANY OTHER CLAIM BROUGHT BY CLIENT. THIS LIMITATION IS BINDING ON THE CLIENT, AND ANY ASSIGNEES, AGENTS, PRINCIPALS, SPOUSES, HEIRS AND OTHERS ACTING ON BEHALF OR THROUGH THE CLIENT AND IT APPLIES TO THE INSPECTOR, INSPECTOR'S AGENTS AND EMPLOYEES, AND INSPECTOR'S PRINCIPAL.

**ARBITRATION:**

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. or \_\_\_\_\_ . The decision of the arbitrator appointed shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. CLIENT INITIALS X \_\_\_\_\_

Property Address: \_\_\_\_\_

Report#: \_\_\_\_\_

Client: \_\_\_\_\_

**ADDITIONAL LIABILITY INSPECTION** FEE \$ \_\_\_\_\_

\_\_\_\_\_ FEE \$ \_\_\_\_\_

\_\_\_\_\_ FEE \$ \_\_\_\_\_

**TOTAL INSPECTION** FEE \$ \_\_\_\_\_

Payment type:  Check  Cash  Credit Card

By signing below Client and Inspector acknowledge that they have read, understand and agree to the scope of the inspection and agree to all of the terms and conditions of this contract. Client also agrees to pay the fees listed above.

Client: \_\_\_\_\_ Dated: \_\_\_\_\_  
(one signature binds all)

Client: \_\_\_\_\_ Dated: \_\_\_\_\_

Inspector: \_\_\_\_\_ Dated: \_\_\_\_\_

Inspector certificate/license # (if applicable) \_\_\_\_\_ Expiration date \_\_\_\_\_