

AUTHORIZATION FORM/ RECEIPT

AUTHORIZATION

The Client requests the inspection of the Subject property subject to the following limitations and conditions:

The inspection is performed in accordance with the Standards of Practice of the American Society of Home Inspectors. A copy can be made available upon request.

The report is an opinion of the present condition of the property, based on a visual inspection of the readily accessible features of the building. The inspection is not a guarantee, warranty or an insurance policy.

Please refer to the following pages for additional information regarding the scope and limitations of the inspection.

Note: *The inspection report is for the exclusive use of the client named below. No use of the information by any other party is intended.*

LIMITATIONS

Our authorization Form states that the report is an opinion based on a visual inspection of the accessible features of the building.

The intent of our contract is to make you aware that an inspection is not technically exhaustive and all encompassing. Without dismantling the house or its systems, there are limitations. Throughout any inspection, inferences are often drawn which cannot be confirmed by direct observation. Clues and symptoms often do not reveal the extent or severity of problems. Therefore, it should be understood that while we can substantially reduce the risk, we cannot eliminate it, nor do we assume it. The inspection is not a guarantee or warranty.

Some problems can only be discovered by living in a house. They cannot be discovered during a few hours of a home inspection. For example, some shower stalls leak when people use the shower, but do not leak when you simply turn on the tap. Some roofs and basements only leak when specific conditions exist (frozen ground, wind driven rain, and etcetera). Some problems will only be discovered when carpets are lifted, furniture is moved or finishes are removed, which such actions are beyond the scope of any inspection.

DISPUTE RESOLUTION AND REMEDY LIMITATION:

Notice of Claims - You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission of InspectionTechnologies in connection with the Inspection shall be reported to us, in writing, within ten (10) business days of discovery.

Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, reinspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. **You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law.**

Arbitration - Any dispute concerning the interpretation of this Agreement or arising from the Inspection and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home inspection industry.

Limitations Period - Any legal action arising from this Agreement or from the Inspection and Report, including (but not limited to) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of Inspection. **Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights, or claims based thereon.** This time limitation period may be shorter than provided by state law.

Limit of Liability - Due to the nature of the services we are providing, it is difficult to foresee or determine (at the time this Agreement is formed) potential damages in the event of negligence or breach of this Agreement by us. Thus, **if we fail to perform the Inspection as provided herein or are careless or negligent in the performance of the Inspection and/or preparing the Report, our liability for any and all claims related thereto is limited to the fee paid for the Inspection (unless contrary to state law), and you release us from any and all additional liability. There will be no recovery for consequential damages.** You understand that an inspection without this limitation of liability would be more technically exhaustive, likely require specialist(s) and would cost substantially more than the fee paid for this limited visual inspection.

YOU SHOULD KNOW

Emphasis is placed on major expenses. Some less important deficiencies may be discovered while looking for major items, but an all-inclusive list of minor building flaws may not be provided.

Should you have any questions about the house in the future, we would be happy to answer these. There is no fee for this telephone consulting.

If costs are provided in the report, they are intended as ballpark figures only to provide an order of magnitude. Contractors should be contacted for specific quotations.

If you receive advice, which differs from our report, please contact us before committing to any expense.

Client Name:

Fee: \$

CLIENT

Client Signature

InspectionTechnologies Co.

by: _____

Client's Signature

Michael C. Schirmer, CREI, RREI

Date: