

**INSPECTION AUTHORIZATION AND TERMS**, dated: \_\_\_\_\_ between **CDA Inspector(s):** Russell S. Spriggs / Jeanne M. Considine and **Client:** \_\_\_\_\_ to inspect **Address:** \_\_\_\_\_.

***The Parties Understand and Voluntarily Agree as follows:***

1. INSPECTOR GUARANTEES to perform a visual, non-invasive inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure. This product is relayed to the client, whose responsibility it is to read, interpret and act upon it. A licensed contractor should evaluate all noted concerns and adjacent areas. Inspector denies any liability, as he has no authority to require that any party accomplish anything mentioned or suggested in this report.

2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. Although INSPECTOR agrees to follow NACHI's Standards of Practice, CLIENT understands that these standards contain certain limitations, exceptions and exclusions, such as sealed areas, sprinkler systems, spas, attic areas without permanent flooring, any crawlspace areas with less than 36" clearance, etc. CLIENT also understands that NACHI is not a party to this Agreement and that NACHI has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. Unless otherwise indicated below, CLIENT understands that INSPECTOR 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 INSPECTOR will NOT be testing for mold. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for meth or other narcotics. Unless otherwise indicated in separate writing, CLIENT understands that INSPECTOR 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, methamphetamines or other drugs, and other environmental hazards or violations.

3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying 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 inspected 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 inspection 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. INSPECTOR 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 INSPECTOR, 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 the INSPECTOR'S 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 the INSPECTOR, 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 (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector 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 inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind. CLIENT agrees to submit, in lieu of litigation, any disputes which may arise in connection with the Inspection of the subject property, to mediation / arbitration under the Rules of the National Association of Certified Home Inspectors' Alternate Dispute Resolution Service ([www.nachiadr.com](http://www.nachiadr.com)). The Client and Inspector acknowledge that they are bound by the Terms and Conditions of the Inspection Agreement, and that the outcome of any mediation and/or arbitration may be based upon those very Terms and Conditions, and with substantial compliance with the Standards of Practice of NACHI. The Client further agrees to be responsible for all costs associated with the request for mediation/arbitration. The Client understands that, under the Terms of this Agreement, mediation and arbitration proceedings shall be governed and followed as prescribed under the Rules for Mediation, and the Rules for Arbitration, are set forth by ADRS. Proceedings shall first attempt to reach a voluntary settlement under the Rules for Mediation. Should mediation fail to produce a voluntary settlement, and based upon information conveyed during the proceedings, ADRS shall then render a final decision as to the outcome of the action sought under its Rules regarding Arbitration. Both Parties agree to hold the Mediator / Arbitrator, NACHI, and ADRS, harmless from the results of any sought action, or resolution reached through the process. The parties agree that any litigation subsequent to the ADRS process shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has his principal place of residence / business (Bonner County, Idaho). In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

7. HOLD HARMLESS AGREEMENT: It is understood that this contract is between the CLIENT(S) and INSPECTOR(S), and that any REALTORS® are held exempt.

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 INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. 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 INSPECTOR after 90 days from the date of the inspection.

9. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

10. Neither this Agreement nor the Inspection Report is transferable or assignable. A licensed contractor should evaluate ALL noted comments and concerns in the Inspection Report prior to close of escrow. It is the CLIENTS responsibility to conduct a Walk-Through re-Inspection of the inspected property immediately prior to closing.

CLIENT HAS CAREFULLY READ THE ABOVE, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

The Inspection Fee of \$ \_\_\_\_\_ .00 is payable with this Agreement ~ *Thank You!*

**Make Checks Payable to:** Russell S. Spriggs **Mail To:** 300 Walnut Lane, Spirit Lake, ID 83869 **FAX Form to:** 866.349.4124

**Client Signature:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Printed Mailing Address:** \_\_\_\_\_