## THIS CONTRACT LIMITS YOUR RIGHTS AND OUR LIABILITY...PLEASE READ CAREFULLY.

## LIQUIDATED DAMAGES

It is understood and agreed by and between the parties hereto that the INSPECTOR/INSPECTION COMPANY is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by INSPECTOR/INSPECTION COMPANY in the performance of the limited visual inspection and production of a written inspection report as described herein, that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services, and in case of failure to perform such services and a resulting loss, INSPECTOR/INSPECTION COMPANY'S liability hereunder shall be limited and fixed in an amount equal to the inspection fee paid multiplied by two (2), or to the sum of five hundred dollars (\$500.00), whichever sum shall be less, as liquidated damages, and not as a penalty, and this liability shall be exclusive.

No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company, or its officers, agents or employees more than one year after the date of the subject inspection. Time is expressly of the essence herein. This time period is shorter than otherwise provided by law. The written report to be prepared by Inspector shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the Inspector prior to issuance of the written report. This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns. This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement. PERMITS RESEARCH Inspector does not research and provide building permits that might appear on the municipal records for this property as a normal part of this inspection fee. By initialing here\_\_\_\_\_\_, client agrees to pay an additional fee of \$\_\_\_\_\_ for inspector to research and provide all building permits that appear on the municipal records for the above property. INSPECTION FEE \$\_\_\_ PERMIT RESEARCH FEE \$ TOTAL INSPECTION FEE \$ By signing below you acknowledge that you have read, understand and agree to the scope of the inspection and agree to all of the terms and conditions on both pages of this contract. You also agree to pay the fees listed. Client: \_\_\_\_\_ Dated: \_\_\_\_

CONTRACT INCLUDES THE FRONT OF THIS PAGE