

The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the client(s). **The inspection report is not transferable.**

DISPUTE RESOLUTION: All claims and disputes between the parties arising in connection with this agreement shall be resolved as provided in the paragraphs below.

Client understands and agrees that any claim arising in connection with this agreement shall be made in writing and reported to Rest Assured Inspection Services at the address above by certified mail, return receipt requested, within 10 business days of discovery. Client further agrees, following the furnishing of such notice, to allow Rest Assured Inspection Services the opportunity to re-inspect the subject of the notice before client, clients agents or contractors makes repairs or alterations to the subject of the notice, except in case of an emergency requiring immediate attention. Client understands and agrees that any failure to notify Rest Assured Inspection Services, as required above, or any failure to allow Rest Assured Inspection Services the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims client may have against Rest Assured Inspection Services.

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation 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 Dispute of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed there under shall be final and binding judgment on the Award may be entered in any Court of competent jurisdiction.

Any legal action, including the binding arbitration proceeding described above must be brought within one (1) year from the date of the inspection. Failure to bring 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 in connection with this agreement. By signing this agreement the client understands and agrees that the statutory period of limitations is reduced.

LIMITATION OF LIABILITY: The liability of Rest Assured Inspection Services, its officers, directors, shareholders, agents, employees and assigns, for the inspection or any consequence of the inspection shall be limited to the fee paid for the inspection.

This agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties and supported by valid consideration. This agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, successors, assigns and representatives of any kind whatsoever.

ACKNOWLEDGEMENT

I, the undersigned, have carefully read the preceding "Inspection Agreement and Description" and fully understand and agree with the limitations, exclusions and terms described. I agree to pay Rest Assured Inspection Services the Inspection Fee described below.

INSPECTION FEE: **\$xxx.00**

Client Signature: _____

Date: _____

Agent for Client Signature: _____

Date: _____

Client Mailing Address:

Client E-Mail Address(es):

Contact Ph(s):
