

The address of the property is: _____

THIS AGREEMENT made this _____ day of _____, 20____, by and between Integrity Home Inspection & Testing, LLC (hereinafter “INSPECTOR”) and the undersigned (hereinafter “CLIENT”), collectively referred to herein as “the parties.” The Parties Understand and Voluntarily Agree as follows:

Please read and sign this Thermal Inspection Service Agreement, which is intended to be a **legally binding contract**. This document explains the Scope of the Inspection, Limits of the Inspection, General Exclusions, Terms and Conditions, Limitations of Liability, and an Arbitration Agreement. You may call us for an explanation of this Agreement or any aspect of the thermal survey report, which you do not fully understand.

Scope of Infrared Moisture Survey

If this service was purchased we will perform a non-invasive infrared survey of the readily accessible walls, ceilings, and floors. Specifically, we will observe and document using natural and infrared photography areas requiring further investigation. All findings should be confirmed by specialists. Infrared technology measures surface temperature only; window, floor and wall coverings may prevent accurate assessment of these areas. We do not remove floor and wall coverings or move furniture, open walls or perform any type of destructive inspection. This infrared survey is not a mold survey. Infrared surveys can be used to find moisture which is a necessary element for mold growth to occur but will not directly detect the presence of mold.

Scope of Infrared Electrical Survey

If this service was purchased we will perform an infrared survey of the readily accessible electrical service panels. We will observe a representative number of wall switches and outlets. We will observe and document using natural and infrared photography areas requiring further investigation. All findings should be confirmed by specialists. Infrared technology measures surface temperature only; if panel covers are not removed for safety reasons or other these areas are not consider readily accessible.

Scope of Infrared Insulation and HVAC Survey

If this service was purchased we will perform a non-invasive infrared survey of the readily accessible walls and ceilings. A survey of floor insulation cannot be effectively performed using IR. We will observe HVAC flues and chimneys from the interior for proper clearance from combustible materials. We will observe the return air temperature versus the supply temperature and document its range as acceptable or requiring further investigation. Specifically, we will observe and document using natural and infrared photography areas requiring further investigation. All findings should be confirmed by specialists. Infrared technology measures surface temperature only; window, floor and wall coverings may prevent accurate assessment of these areas. We do not remove floor and wall coverings or move furniture, open walls or perform any type of destructive inspection.

What defects will/will not be uncovered by an infrared/thermographic camera?

Infrared cameras can detect wet and dry areas by the surface temperature, detecting hidden moisture problems that can destroy structural integrity and nurture mold. IR cameras can instantly find the ultimate source with little or no physical disassembly of the premises and minimal disturbance of inhabitants. IR cameras can also assist in locating areas of energy loss and electrical overloads through sensing surface temperature differences.

Thermal Imaging Camera. Limitations. The use of the thermal imaging camera has certain limitations. It does not detect all moisture related conditions behind concealed surfaces. Specifically, it detects differences in heat on the surface of most building materials (floor coverings, sheetrock, wood paneling, lumber, etc.). As building materials heat up and cool down, dryer materials change at a different rate than wet materials. This creates a difference in surface temperature and will be rendered on the camera an area of concern, requiring further investigation. Furniture, certain floor coverings, personal storage items, or any materials obscuring the surfaces of the building (interior or exterior) will inhibit the visibility of the camera and limit the diagnostic use of this device. The use of this device does not CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND THAT MOISTURE DOES OR DOES NOT EXIST IN EXCESSIVE AMOUNTS; NOR DOES IT SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW.

Notice of Claims. Client understands and agrees that any claim(s) or complaint(s) arising out of or related to any alleged act or omission 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, re-inspection 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. **Client understands and agrees 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 the 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.

UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY. IT IS UNDERSTOOD AND AGREED THAT THIS COMPANY IS NOT AN INSURER AND, THAT THE INSPECTION AND REPORT TO BE PROVIDED UNDER THIS AGREEMENT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY STRUCTURE, ITEM, OR SYSTEM AT THE SUBJECT PROPERTY. YOU HEREBY RELEASE AND EXEMPT US, AND OUR RESPECTIVE AGENTS AND EMPLOYEES OF AND FROM ALL LIABILITY AND RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECT OR DEFICIENCY AND FOR ANY CONSEQUENTIAL DAMAGE, PROPERTY DAMAGE OR PERSONAL INJURY OF ANY NATURE. IN THE EVENT THAT WE, OR OUR RESPECTIVE AGENTS OR EMPLOYEES ARE FOUND LIABLE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENT MISREPRESENTATION, NEGLIGENT HIRING OR ANY OTHER THEORY OF LIABILITY, THEN THE CUMULATIVE AGGREGATE TOTAL LIABILITY OF US, AND OUR RESPECTIVE AGENTS AND EMPLOYEES SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE FEE PAID BY YOU FOR THE INSPECTION AND REPORT.

Confidentiality. Client understands that the Inspection is being performed (and the Report is being prepared) for your sole, confidential and exclusive benefit and use. The Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction (“third party”). *If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the Inspection or the Report brought by the third party.*

By signing below, Client acknowledges to have read, understands, and agrees to the terms and conditions of this agreement, including (but not limited to) the limitation of liability, arbitration clause and limitation period, and agree to pay the fee listed. **Client acknowledges and agrees that the Inspector may notify the homeowner or occupants of the Subject Property (if other than Client), as well as any appropriate public agency, of any condition(s) discovered that may pose a safety or health concern.**

INSPECTION FEE: \$ _____

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.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Printed Name of Client: _____

Client Signature: _____ Date _____

Inspector: _____ Date/Time of the Inspection _____