

**Limitations of Liability.** The liability of the inspector for any claim, demand, or cause of action, whether in contract, tort, statutory or other basis, is expressly limited. Such liability in the aggregate shall not under any circumstances exceed either (1) the price paid by the client for the inspection, or (2) five hundred dollars, whichever is greater, and is expressly subject to client's full compliance with each provision contained herein. In the event that the client desires to obtain increased liability coverage, client may do so by offering for acceptance to the inspector a payment of ten percent of the desired increase.

**Severability.** In the event that any provision, term, or condition contained in this Agreement is declared to be invalid, such declaration shall not affect the validity of any other provision, term or condition, all of which are severable and survive the closing.

**Confidentiality & Non-assignability.** The inspection report contemplated herein is prepared for the sole, exclusive, and confidential use of the client. Any distribution to third parties is not authorized by the inspector and shall be done at the client's sole risk and liability. Client agrees to indemnify and hold harmless the inspector for any claim advanced by any third party as a result of the distribution of the inspection report. Under no circumstance whatsoever shall any person other than the client rely on any information contained in the report, nor is any such person a third party beneficiary of the client herein.

**Disclaimers.** The liability of the inspector under this Agreement will be terminated if the client breaches any term or condition herein, or prevents the inspector from fulfilling its responsibilities under this Agreement. THE INSPECTOR DISCLAIMS AND IS NOT RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL DAMAGES, INCLUDING LOST RENT OR PERSONAL INJURY. THE INSPECTOR MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OTHER THAN THE INFORMATION CONTAINED IN THE INSPECTION REPORT.

**Anti Subordination.** Client agrees that no claim whatsoever may be asserted by its insurance company, nor will the client provide any insurance company with rights to subrogate under any circumstance whatsoever. The client agrees that it will not assign or transfer any rights hereunder.

**Notice of Claims.** Any claim made to the inspector shall be made in writing to the inspectors last known business address within three days of discovery. The client agrees that it will undertake no remedial action until such time as the inspector has been afforded the opportunity to inspect the alleged defect. Failure to do so shall operate as a full and complete bar and waiver of any and all claims the client may have

**Period of Limitations.** Under no circumstances whatsoever shall client be entitled to make any claim or demand of any kind after the expiration of thirty (30) days after the date of the inspection, in recognition that the inspection reflects the inspector's observations on the date of the inspection only, and is not a warranty or otherwise as to future conditions.

**Access to Property.** Client agrees to grant the inspector access to the property to evaluate any notice of claim hereunder. Failure to permit the inspector such access will terminate and waive client's rights hereunder.

**Entire Agreement.** This agreement constitutes the entire agreement between the parties. To the extent there are any other representations or statements, they are integrated herein and shall not be binding in the parties.

**Arbitration.** The parties agree that at any and all disputes or controversies that could arise between them or involving the inspection or the property shall be determined exclusively by arbitration, which shall be mandatory, binding, and exclusive. Neither party may sue the other, except to invoke or enforce the arbitration proceedings. Arbitration shall be conducted by the American Arbitration Association, and one arbitrator shall be an individual experienced in home inspections, with credentials recognized by one of the national home inspection trade associations.

**Fraud Waiver and Release.** In any situation where the client institutes legal proceedings against the seller for any misrepresentation or fraud in connection with the purchase and sale of the Property as defined herein, the inspector shall be released of liability and all rights thereto waived in their entirety.

**Miscellaneous.** This agreement shall terminate automatically in the event of non payment by client on or before the date of the inspection.