

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our agreement for me to periodically check your property at: _____ The terms below govern this Agreement.

1. The fee for our services is \$ _____, payable [in full / in part at \$ _____] at a time [before / after] you return.
2. Our duties will begin on _____ and end when you return on _____.
3. **Scope of Performance:** We will perform exterior and interior inspections of the Property as outlined below. We will do this (once daily) (once weekly) (other: _____). At your written request, we will perform pre-storm and post-storm inspections and opening and closing services for the additional fees set forth below.

Exterior Inspection: Ensure that all entrances are secure; visually check for evidence of forced entry, vandalism, theft or damage; check exterior faucets and hoses for leaks; remove newspapers, flyers, packages, mail, and other evidence of non-occupancy; visually inspect the roof and gutters from the ground, and visually inspect the yard/landscaping.

Interior Inspection: Inspect for signs of theft, vandalism, damage, or other disturbance; check that all windows and entryways are secure; check that security system is set and working properly; note any unusual odors; visually inspect walls, ceilings, windows, tubs, and showers for evidence of water damage, leakage, mold or mildew; check that thermostat is set at correct temperature; check that freezers and refrigerators are working; visually check heating system and hot water heater. Interior inspection requires that you provide us with keys and necessary passwords in advance.

Pre-Storm and Post-Storm Inspections: \$ _____ per request. At your request, we will check on your home pre-storm and post-storm. If any outdoor furniture, grills, etc., need to be moved inside, or if you need us to perform any special duties, you will be billed at an hourly rate of \$ _____. Post-storm, we will inspect your property, look for visible signs of damage, take photos (if necessary), and send you a report.

Closing Services: \$ _____. Set HVAC system, unplug electrical items, turn off water at house, unplug or turn off breaker to water heater, shut off valves to toilets, unplug washer and dryer, bring in trash cans, check doors and windows, remove perishables from refrigerator, bring in outdoor furniture, and these other specific services: _____.

Opening Services: \$ _____. Turn on all water mains, plug in all electrical items, start ice maker, adjust A/C, turn on water heater, open blinds, light dusting, operate / clean toilets, and these other specific services: _____.

Mail Forwarding: \$ _____ per service, plus the cost of shipping

4. **Reports.** We will not send you reports unless we believe there is a problem you should be aware of. However, we will email or text an update to you upon request.

5. **DISCLAIMER OF WARRANTIES and LIMITATION ON LIABILITY AND DAMAGES.** We disclaim all warranties, express or implied, to the fullest extent allowed by law. We assume no liability for damages to the property during the term of this Agreement. In all cases, our liability is limited to liquidated damages in an amount not greater than 1.5 times the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that these liquidated damages are not a penalty, but that we intend them to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee. If you wish to eliminate this liquidated damages provision, we are willing to perform the inspection for an increased fee of \$ _____ payable in advance.

6. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

7. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. In any action against us, you waive trial by jury.

8. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date that our duties under this Agreement end.

9. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

10. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

11. **If you would like a large-print version of this Agreement before signing it, you may request one by emailing us.**

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

CLIENT

(Date)