



**INSPECTION AUTHORIZATION AND CONTRACT**

**SUBJECT PROPERTY:** \_\_\_\_\_

1. Client hereby authorizes and contracts for A Closer Look Inspections, LLC. to perform a visual inspection at the Subject Property for a fee of \$ \_\_\_\_\_. **Client agrees to the Terms and Conditions in this Contract.** The Inspection Report and its contents are intended for the exclusive use of and are the non-transferable property of the Client. The inspection fee is payable at the time of the inspection.

2. My signature below acknowledges that I have had the opportunity to read and understand the Home Inspection Authorization and Contract and accept the terms, conditions, and limitations as outlined below.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date and time of the inspection: \_\_\_\_\_

Scope of Inspection

3. The scope of this inspection ("Scope") is limited to the visual examination of the safely and readily accessible portions of the structural, heating, cooling, plumbing, roofing, electrical and components of the Subject Property specified in this Contract and the Inspection Report for conditions which are adversely affecting their normally intended function or operation within the limits set forth in this Contract and the Inspection Report. No other systems, items or appliances are included in this inspection. The inspection performed is not intended as a substitute for a sellers disclosure statement.

4. Excluded is any inspection of any systems or items not included in the Inspection Report including but not limited to the following: any information pertaining to manufacturers recalls of any component, detached buildings or equipment, the presence pests, low-voltage systems, swimming pools, saunas, spa, whirlpool, and hot tub systems, electrostatic precipitators or electronic air cleaners or filters, septic systems, any component or system which is underground, private water systems or equipment, wells and well pumps, cisterns, ponds, fountains, water quality or volume, water conditioning systems, elevators, lifts, dumbwaiters, audio and video systems, freezers, central vacuum systems, microwave ovens, built-in blenders, ovens, stoves, refrigerators, trash compactors, dishwashers, washing machines, dryers, fencing, landscaping, trees, irrigation systems, active and passive solar systems, soils, computer control systems, security systems, and any inspection or testing for any toxic or dangerous substances including asbestos, lead, or gases including radon and formaldehyde, other than gases typically used as fuel for home heating systems, or any system or item not included in the Inspection Report.

5. This inspection is not technically exhaustive. No engineering tests will be made. No examination will be made to determine compliance with any governmental ordinance, regulation or code. The Inspection Report is not to be considered an implied or express warranty or insurance on the Subject Property or its components concerning future use, operability, habitability or suitability. The purpose of the inspection is for client to be informed of as many conditions as possible within the brief period of time allotted for the inspection. Client has not expectation of being notified of all conditions and waives any claim to conditions which are not reported. A Closer Look Inspections, LLC. is not responsible for any condition affecting any system or component which occurs subsequent to the inspection or is intermittent and not detectable during the inspection. This inspection will comply with the LAWS ESTABLISHED BY THE STATE OF NH GOVERNING HOME INSPECTIONS unless otherwise noted and where conditions permit.

6. CLIENT ACKNOWLEDGES THAT A CLOSER LOOK INSPECTIONS, LLC. WARRANTS ITS INSPECTION SERVICES WILL BE PERFORMED IN ACCORDANCE WITH THE SCOPE, THE INSPECTION REPORT, AND THE STANDARDS OF PRACTICE ESTABLISHED BY THE STATE OF NH ONLY. THIS IS A LIMITED AND NON-TRANSFERABLE WARRANTY AND IS THE ONLY WARRANTY GIVEN BY A CLOSER LOOK INSPECTIONS, LLC.. A CLOSER LOOK INSPECTIONS, LLC. MAKES AND CLIENT RECEIVES NO OTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. THIS STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF A CLOSER LOOK INSPECTIONS, LLC. FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE INSPECTION AND ANY DELIVERY AND USE OF AND RELIANCE ON THE INSPECTION REPORT. CLIENT WAIVES ANY CLAIM FOR CONSEQUENTIAL,

EXEMPLARY OR INCIDENTAL DAMAGES, EVEN IF A CLOSER LOOK INSPECTIONS, LLC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. IN THE EVENT OF A BREACH OR A FAILURE OF THE FOREGOING WARRANTY, OR NEGLIGENT INSPECTION BY A CLOSER LOOK INSPECTIONS, LLC. (EXCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), CLIENT AGREES THAT THE LIABILITY OF A CLOSER LOOK INSPECTIONS, LLC. AND OF ITS AGENTS, EMPLOYEES, AND INSPECTORS, FOR CLAIMS OR DAMAGES, COSTS OF DEFENSE AND SUIT, ATTORNEY'S FEES AND EXPENSES AND PAYMENTS ARISING OUT OF OR IN ANY WAY CONNECTED WITH ERRORS OR OMISSIONS IN THE INSPECTION OR THE INSPECTION REPORT SHALL BE LIMITED TO LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO ALL AMOUNTS PAID FOR THE INSPECTION TO A CLOSER LOOK INSPECTIONS, LLC. BY CLIENT. Client and A Closer Look Inspections, LLC. acknowledge the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among A Closer Look Inspections, LLC. and Client; and (iii) to enable A Closer Look Inspections, LLC. to perform the inspection at the stated inspection fee. In the event of the tender by A Closer Look Inspections, LLC. of a refund of the inspection fee, such refund shall be full and final settlement of all present and future claims and causes of action and A Closer Look Inspections, LLC. Shall be thereupon generally and fully released.

8. In the event client has a claim of a breach or failure of warranty, or for negligent inspection, Client shall provide A Closer Look Inspections, LLC. with three (3) working days to reinspect the component or item before client repairs or replaces the component or item. This right of reinspection is to protect A Closer Look Inspections, LLC. and client from the business practices of some contractors. If client fails to allow A Closer Look Inspections, LLC. to reinspect, client waives any claim against A Closer Look Inspections, LLC. with respect to the component or item.

9. No action, whether in contract or tort, shall be brought against A Closer Look Inspections, LLC. in a court of law beyond the earlier of one year following the date of the inspection report or 120 days after discovery by client of the condition which forms the basis of the action.

10. If a claim is made against A Closer Look Inspections, LLC. For any alleged error or omission or other act arising out of the performance of this inspection, and if Client fails to prove such claim, Client agrees to pay all costs and attorney's fees incurred by A Closer Look Inspections, LLC. And its inspectors.

11. Inspection Report is not intended for use by anyone other than the Client. No third party shall have any right arising from this contract or the Inspection Report. In consideration of the furnishing of the Inspection Report, the Client agrees to indemnify and hold harmless A Closer Look Inspections, LLC., and its inspectors for all costs, expenses, legal fees, awards, settlements, and judgments in any legal proceeding brought by any third party who claims that he/she relied on representations made in such Inspection Report and was damaged thereby. Client's request that A Closer Look Inspections, LLC. release copies of the Inspection Report shall be at Client's risk with respect to the contents of this paragraph