



Toll Free: 800-755-5092 Fax: 765-868-3142  
Post Office Box 2521 | Kokomo, IN | 46904-2521

# Authorization & Agreement

**Offer and Acceptance:** Gil Hendrickson and Associates, Incorporated, DBA as gil inspex herein known as Inspector, offers to perform a Home Inspection for

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herein known as Client, and both Inspector and Client agree to the terms and conditions as listed in this agreement including those incorporated by reference.

Scheduled Date: \_\_\_\_\_

Subject Address:

\_\_\_\_\_

\_\_\_\_\_

**Services Provided:** For a full home inspection and any and all services associated with and provided by inspector, as listed on the INVOICE for services provided.

**Purpose:** The agreed purpose of this inspection is to identify and inform client of major deficiencies in the condition of the property known as: SAME AS SUBJECT ADDRESS ABOVE

as observed (see above) \_\_\_\_\_, subject to the terms, limitations, conditions, and definitions of this agreement together with those incorporated by reference.

**Authorization; Presence of Client:** The presence of the client has been requested and encouraged during the inspection. The client(s) are required to provide the inspector with all available disclosure documentation and information at the time of, or prior to, the inspection. The clients participation is at their own risk of falls, injures, property damage, etc.

**Scope of Inspection:** This inspection is not intended to be technically exhaustive nor is it considered to be a guarantee or warranty, expressed or implied, regarding the conditions of the property, items and systems inspected and it should not be relied on as such. The Inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components, or the contents therein. Company (Inspector) is neither a guarantor or insurer.

This inspection is to identify and disclose major deficiencies of the subject property, as defined and limited by the Standards of Practice of the American Society of Home Inspectors effective Jan. 01, 2000, herein after known as ASHI Standards.

This inspection of the subject property shall be performed by the Inspector for the Client in accordance with the ASHI Standards unless otherwise noted and where conditions permit. A copy of the ASHI Standards are in the report binder and available by request from this Inspector or from The American Society of Home Inspectors, 932 Lee Street, Suite 101, Des Plains IL 60016.

Inspector cannot be held responsible for any condition affecting any system or component which occurs subsequent to the inspection or is intermittent and not detectable during the inspection. Excluded, unless otherwise stated, is any inspection of any systems or items not included in the Home Inspection Report including, but not limited to the following: Any information pertaining to manufacturers' recalls of any components or equipment, saunas, whirlpool and hot tub systems, electrostatic precipitators or electronic air cleaners, filters, humidifiers, de-humidifiers, septic systems, private water systems or equipment, wells and well pumps, cisterns, ponds, fountains, water quality or volume, water conditioning systems, elevators, lifts, dumbwaiters, microwaves, audio and video systems, central vacuum systems, fencing, landscaping, irrigation systems, active and passive solar systems, TV cable, telephone and security systems. Detached garages, pool houses, swimming pools, spas, cottages or other structures are not included in a standard inspection but will be inspected upon request, in advance, for an additional fee.

Inspection is not a code inspection or an environmental inspection: The inspection and report do not address and are not intended to address code and regulation compliance, possible presence of or danger from asbestos, radon gas, lead paint, urea formaldehyde, mold, fungus, mildew, soil contamination and other indoor and outdoor substances. The Client is advised to contact a competent specialist if information, identification, or testing of the above is sought. This is not an engineering inspection. Thus, no engineering tests will be made.

**Claims and Notice of Claims:** Any party that believes there is a 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 agreement or arising out of, from or related to the inspection or inspection report shall be required to notify Inspector as follows: in writing by certified mail to P O Box 2521, Kokomo IN 46904-2521, and such notice shall be delivered within one year of date of inspection and shall state specifically the nature of the complaint and provide all information needed to contact the Client regarding such complaint. Failure of Client's duty of notice voids claim

**Limitation of Liability:** Any liability which is assigned to Inspector arising out of, from or related to, this agreement or arising out of, from or related to the inspection or inspection report shall be limited, and shall not exceed one thousand five hundred dollars (\$1,500.00).

**Guarantee of Payment:** Payment is due at time service is delivered. In the event that payment is not made at time of service, client agrees to pay for all services and fees according to invoice terms, conditions, penalties, recourse, assignment, and any and all cost of collection efforts after (service\_date)

**Exclusive Use:** Inspector agrees to prepare documentation of agreed inspection. The Home Inspection Report and its contents are intended for the exclusive use of, and are the non-transferable property of, the client. The Home Inspection Report is not to be considered as implied or expressed warranty on the Subject Property or its components concerning future use, operability, habitability or suitability.

**Confidentiality:** Client waives the duty of confidentiality of the inspector, and expressly authorizes inspector to distribute, discuss, and amend the inspection and it's associated parts with other parties in the transaction as understood by inspector. This includes the buyers and sellers, their realtors and representatives, any contractors or trades persons responding to the inspection, and any appraiser, inspector, lender, or council which would reasonably appear to have an interest in the inspection or sale agreement.

**Signatures and Images:** All parties agree that electronic images of signatures and authorizations are to be deemed as originals.

**Entire Agreement:** This agreement, including those documents incorporated by reference, represent the entire agreement between the parties. In the event any provision is held to be unenforceable, it shall be severed from the contract document and the remaining provisions shall be fully enforced

**Acceptance:** The undersigned parties acknowledge that they have read and understand, and agree to be bound, by this agreement complete with terms and limitations herein.

\_\_\_\_\_  
By signing this agreement, signer represents that he / she has authority to sign for and bind Client.