



## WOOD DESTROYING PESTS INSPECTION CONTRACT

This Contract is intended to provide the Client with an understanding of the scope of the Wood Destroying Pests Inspection being performed by Grush Inspections, LLC. By signing below, Client agrees that he/she fully read this Contract, and understands the limited scope of Grushes' inspection, as detailed below.

**A. SCOPE OF INSPECTIONS.** This Inspection is intended to determine VISIBLE evidence of wood destroying organisms.

**B. LIMITATIONS OF INSPECTIONS.** There are numerous limitations or exceptions to the scope of this Inspection which include, but are not limited to those listed below. Client shall read and acknowledge understanding of these limitations:

\_\_\_\_ (initials) **(1) The Inspection is limited to visible and accessible areas of the structure.** The Inspector will only report on areas that are open and readily accessible. The Inspector is not required to move or disturb any, including, without limitation, insulation, personal items, panels, furniture, equipment, plants, soil, snow, ice or other debris that obstructs his access to or visibility of any area. The Inspector will not enter any area or space if he determines, at his own discretion, that to do so may risk his own safety or could cause damage to the property. The Client understands that conditions may exist in areas that are not accessed and agrees that areas identified as inaccessible for this Inspection should be further investigated by appropriate specialists. The Client further agrees that the Inspector is not liable for failure to inspect such areas.

\_\_\_\_ (initials) **(2) The Inspection Report is NOT a warranty or guaranty.** The Inspector is prohibited from offering a warranty or guaranty of any kind. No such offer, either express or implied, is made by the Inspector or Grush Inspections, LLC regarding, without limitation, the Inspection Services performed or the contents of the Inspection Report.

\_\_\_\_ (initials) **(3) The Inspection does NOT include evaluation of Environmental Conditions.** This Inspection will not detect, identify, or disclose any health or environmental conditions regarding this building or property, including, but not limited to the presence of or conditions conducive to molds or mildew.

\_\_\_\_ (initials) **(4) Observations of Inspector only relate to time of Inspection.** The Inspector recites the condition of the property as visually observable AT THE TIME OF INSPECTION. As conditions in a structure can change rapidly, Client agrees that should a condition or problem arise after the inspection that was not visually detectable at the original inspection, that the Inspector cannot be held liable.

**C. CLIENT'S DUTY TO CONTACT GRUSH; RIGHT TO REINSPECT.** Client agrees to read the entire written report when it is received and promptly call the Inspector with any questions or concerns regarding the Inspection or the Inspection Report. The written report shall be the final and exclusive findings of the Inspector.

**(1) Inspector's failure to report condition.** Any claim by the Client that a reportable condition was not reported by the Inspector shall be made in writing promptly after its discovery.

**(2) Inspector's right to re-inspect and Client's waiver.** The Inspector and/or the Inspector's designated representative(s) must be allowed to investigate and re-inspect any claim of a failure or deficiency BEFORE ANY REPAIRS, ALTERATIONS OR MODIFICATIONS ARE MADE, except in an emergency. **Failure to give such notice shall constitute a waiver of any and all such claims.**

**D. INSPECTION IS NOT A SUBSTITUTE FOR SELLER'S REAL PROPERTY DISCLOSURE.** The Inspection Report is NOT a substitute for any seller's real property disclosure or transferor's or agent's disclosure, which may disclose items not found in the Inspection. The Client agrees to inform the Inspector of any relevant disclosures made by the seller.

**E. LIMITATION OF LIABILITY.** The Client agrees to limit Grush Inspections, LLC's liability to the Client arising from Grushes' acts, errors or omissions, such that the total aggregate liability of Grush shall not exceed the sum of \$500.00, or Grushes' total fee for services rendered on this project, whichever is greater.

**F. MEDIATION:** In the event of a dispute concerning the interpretation or enforcement of this Contract, the Inspection, the Inspection Report, or any other dispute arising out of this relationship, the parties of this Contract agree to attend, in good faith, at least four hours of mediation with a mediator agreed upon by both parties who is familiar with the real estate and construction professions. The parties agree to share equally in the costs of the mediation and that this mediation shall take place within 60 days of written notice of the dispute, and prior to commencement of any litigation or other dispute resolution procedures. Failure to participate in mediation shall constitute a waiver of any claims. Unsuccessful participation in mediation shall not preclude the claimant from other forms of resolution afforded by Nevada law.

**G. LEGAL ACTION.** No legal action or proceeding of any kind, including those sounding in tort or contract, may be commenced against Inspector/Inspection Company or its officers, agents, or employees **more than one year** from the date Client discovers or, through the exercise of reasonable diligence, should have discovered the cause of action.

**H. ASSIGNS AND SUCCESSORS.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, and assigns.

**I. SEVERABILITY.** Should any provisions of this Contract be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Contract shall remain in full force and effect, unimpaired by the court's holding.

**J. INTEGRATED CONTRACT.** This Contract represents the entire integrated Contract between the parties. No verbal statements by the Inspector or the Client shall expand the scope of this Contract or the Inspection Report, nor shall such statements be relied upon by the Client when solicited by the Inspector, by the Client at the time of the Inspection, or at any other time. This Contract shall be amended only by written Contract signed by both parties.

**K. ACKNOWLEDGMENT OF CONTRACT.** Client acknowledges having read and understood all the terms, conditions, and limitations of this Contract and voluntarily agrees to be bound thereby and to pay the Inspection fee. Payment for Inspection Services is due upon completion of the Inspection; however, the undersigned authorizes the escrow company to pay the Inspector from applicable escrow account if payment in full has not already been made. If this Contract is executed on behalf of the Client by any third party, the person executing this Contract expressly represents to the Inspector that he/she has the full and complete authority to execute this Contract on Client's behalf and to fully and completely bind Client to all the terms, conditions, limitations, exceptions, and exclusions of this Contract.

**DATED** this      day of                     , 20    

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Printed Client Name

\_\_\_\_\_  
Client E-Mail

\_\_\_\_\_  
Inspection Address

\_\_\_\_\_  
City/State/ZIP