

# CLIENT SERVICE AGREEMENT

## (Industry Standards)

THIS IS AN AGREEMENT between **ISI-PROPERTIES & Inspections**, (Division of Interact Solutions, Inc.), hereafter referred to as "the Company" and **INDIVIDUAL** that has requested the Services; in-person, website, via email, facsimile, phone and/or through 3<sup>rd</sup> party (agent), hereafter referred to as "the Client".

This Agreement will not take effect, and the Company will have no obligation to provide services, until the Client acknowledged this Agreement and payment is made in FULL.

It is agreed by all that this inspection is to be performed according to the following terms and conditions:

**1.** The Company will provide the Client a limited-time visual inspection of the following readily accessible and visible pertinent, major elements existing in the structure on the date of inspection:

Structural and framing, roof, vents, skylight, chimney, walls, floors, ceilings, decks, porches, railings, walkways, drainage, basement, foundation, water penetration, heating and cooling, main water shutoff valves, water heater, boiler, interior/exterior electric and plumbing and built-in kitchen appliances, garage and others at the sole discretion of the Company. The Company shall have no obligation to repair or replace any items found to be defective, whether or not discussed in the Company written report. The conditions that may exist relating to any legal and/or public records are outside the scope of this inspection. The Company cannot determine during the inspection that the roof leaks or is watertight; the rating is on sign of evidence (watermarks, etc.) and material condition only. Further, this inspection does not cover code compliance, soil or groundwater contamination, geological, design, adequacy evaluation, or any low voltage wiring. This inspection will include the above elements unless otherwise restricted by the Client. The Client acknowledges that this Inspector will neither inspect all items nor will the written report of this inspection provide information on all items for which disclosures are required by the Sellers of certain real property, pursuant to Title 4, Chapter 2, Article 1.5 of the California Code of Civil Procedure. At times, conditions may exist and may not have any visible signs to indicate its existence. Such items must be disclosed by the Seller or representative of the property. The Company recommends that the Client seek the advice of his/her legal counsel and/or real estate agent to identify items subject to disclosure in additions to those set forth in the Company written inspection report. The company inspections are performed with consideration given to the age of the structure, items marked good must in all cases be considered good for the age of the item. Also, items in less than good condition must be marked as such, even though the condition may be normal for the age. Opinions vary from person to person and the report is the opinion of the Inspector and must be considered as such. This report is not a mold or hazardous materials inspection.

**2.** Payment of the fee entitles the Client to one original of the written inspection report including photographs. Payment, in money order, cashier/certified check, Paypal or cash, is due prior to the commence of the site inspection. The liability of the Company is limited to the terms and conditions as set forth in this Agreement between the Company and the Client. The Client expressly releases the Company from any and all claims arising out of this Agreement.

**3.** The Client represents and assures the Company that the Client has secured all approvals necessary for entry onto the premises to be inspected. The Client further agrees to defend, indemnify and hold harmless the Company from demands or claims alleging a trespass upon the premises to be inspected. It is the responsibility of the Client or his/her Agent to ensure the utilities are on at the time of inspection. The Company recommends checking for permits on all additional construction performed on the property after the original construction.

4. This Order Form, with its terms, conditions and disclosures, constitutes the entire agreement between the Company and the Client. Both parties agree that there is no representation, statement or agreement not set forth herein or incorporated by reference. No waiver, alteration or modification of this Agreement shall be valid unless it is in writing and signed by an authorized representative of both parties. This Agreement shall be construed and governed by the laws of the State of California. For all areas marked outside of good condition, the Company recommends proper attention by the appropriate licensed contractor.

#### 5. **GENERAL RELEASE**

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT the Client, as the RELEASOR, for good and valuable consideration received from **ISI-PROPERTIES & Inspections**, Division of Interact Solutions, Inc., as the RELEASEE, the receipt and adequacy of which is hereby acknowledged, each hereby releases and discharges the RELEASEE, each of the RELEASEE'S subsidiaries, divisions and their respective principals, affiliates, related entities, shareholders, officers, directors, agents, employees and their respective heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR and the RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE solely in connection with the home inspection services performed by **ISI-PROPERTIES & Inspections** arising out of that certain home inspection dated on this report.

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

6. The Company has no liability for occupied/unoccupied homes and structures, and the inspection is only good until the Inspector leaves the property. Disgruntled sellers/squatters often change the condition of the property and no guaranties will be made by the Company.

7. I have read the Terms and Conditions of this Agreement and accept them, and also accept the Waiver Conditions.

8. I have full authority to execute this Agreement. I fully understand the fact that only the original buyer on this Agreement shall be entitled to the information contained in the inspection report.

9. The Client shall be liable for the Company attorney's fees in the event of litigation. Any negative comments/actions reflected on/towards the Company shall be grounds for a slander-suit for defamation of character in Superior Court. The defamation of character suit shall be filed against the instigator of said comments/actions.

10. I have read and understand the terms and conditions of this Agreement as set forth on the front of this form. I fully understand that if there is no acknowledgment on the line below, and payment not made in FULL prior to site inspection this Agreement shall be null and void.

11. No part of this AGREEMENT may change without consent and written agreement between the Client and the Company.

***I acknowledge that I have read and I have understood the contents and provisions of this agreement without further contests or disputes.***

I read and agree with the [Industry Standards Service Agreement](#).