

# Doc's Leak Detection – Inspection Disclaimer

317-771-4692 • docsleakdetection@gmail.com • DocsLeakDetection.com

**Customer:** \_\_\_\_\_

**Report / Job #:** \_\_\_\_\_

**Service Address:** \_\_\_\_\_

**Technician:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

An inspection addresses only those components and conditions that are present, visible and accessible at the time of the inspection. While there may be other parts, components or systems present, only those items specifically noted as being inspected were inspected.

The inspector is not required to move furnishings or stored items.

The inspection report may address issues that are code-based or may refer to a particular code; however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer's installation instructions.

This inspection is not a property zoning or easement inspection and will not address such issues.

The inspection does NOT imply insurability or warrantability of the structure or its components.

Although some safety issues may be addressed in this report, this inspection is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards.

In this report, the inspector will note which systems and components were inspected, not inspected, not present, and/or deficient.

General deficiencies include inoperability, material distress, water / penetration, damage, deterioration, missing parts, and unsuitable installation.

Comments may be provided by the inspector whether an item is deemed deficient.

The inspector is not required to prioritize or emphasize the importance of one deficiency over another.

Some items reported as deficient may be considered life-safety upgrades to the property.

This inspection is not an exhaustive inspection of the structure, systems, or components.

The inspection may not reveal all deficiencies due to hidden or unknown factors.

This report is the exclusive property of Doc's Leak Detection and the client whose name appears herewith, and its use by any unauthorized persons is strictly prohibited.

The observations and opinions expressed within this report are those of Doc's Leak Detection and supersede any alleged verbal comments.

We inspect all the systems, components, and conditions as described above and cannot be responsible for any work performed to cover or hide said repair(s).

In accordance with the findings above, the service recommendations that we make in this report should be addressed.

Customer agrees that in all cases our liability shall be limited to liquidated damages in an amount not greater than the fee you paid us.

You waive any claim for consequential, exemplary, special or incidental damages.

You acknowledge that the liquidated damages are not a penalty, but that we intend them to (1) reflect the fact that actual damages may be difficult and impractical to ascertain; (2) allocate risk between us; and (3) enable us to perform the inspection for the agreed upon fee.

Customer agrees that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction 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 fees incurred in defending that claim.

You agree that any legal action against us, allegedly arising out of this Agreement, must be brought only in the District Court of Shelbyville Indiana.

Before bringing any such action, you must provide us with 30 days' written notice of the nature of the claim.

In any action against us you waive trial by jury.

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 or promises other than those set forth herein.

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 those that acquire their interests in this Agreement.

You will have no cause of action against us after one year from the date of the inspection.

If a court finds any term of this Agreement ambiguous or that it otherwise requires judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it.

You had the opportunity to consult qualified counsel before signing this Agreement.

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.

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

**Client Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_