

 <p>440-243-7166 Buyers Home Inspection Service, Inc.</p> <p>7686 Ragall Parkway Middleburg Heights., Ohio 44130</p> <p>www.buyershomeinspector.com</p>	 <p>ASHI AMERICAN SOCIETY OF HOME INSPECTORS</p> <p>Certified Member 200296</p>	 <p>EDI EXTERIOR DESIGN INSTITUTE</p> <p>Certified Member OH-37</p>	 <p>AWCI</p> <p>EIFS Doing It Right</p> <p>CERTIFIED EIFS INSPECTOR</p>
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Property Owner Authorization Agreement for Stucco Inspection and Moisture Testing

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT... PLEASE READ CAREFULLY.

Date: _____	Report No: _____	Inspection & Moisture Testing FEES are due at time of Inspection FEES: \$ _____ Additional consultations if needed will be based on the inspectors' hourly rate.
Customer Name: _____		
Subject Property Address: _____		
Owner of Subject Property: _____		

“Customer” has engaged Buyers Home Inspection Service, Inc. ("Testing Company") to perform testing services specified below for the purpose of seeking evidence of moisture in wood frame structures which are clad with Exterior Insulation and Finish Systems (“EIFS”) (sometimes referred to as “synthetic stucco”) or HCS (sometimes referred to Hard Coat) to be determined at the inspection, on the Subject Property.

The undersigned **“Owner”** of the Subject Property desires for Testing Company to perform the testing services. Testing Company cannot and will not perform the testing services without Owner’s acceptance of this Authorization Agreement. In consideration of the benefits which Owner will receive by Testing Company’s performance of the testing services, and in consideration of Testing Company’s insurance obligations stated below, the sufficiency and receipt of which consideration Owner acknowledges, Owner authorizes Testing Company to perform the testing services on the Subject Property and agrees to the terms and conditions of this Authorization Agreement. Owner's signature below acknowledges he/she has read, understands and agrees to be bound by the terms and conditions below, has received the estimate of the work to be performed which describes the approximate location and quantity of work to be performed, and has received, if desired, a copy of the testing protocol. **Owner acknowledges and agrees that the Testing Procedure (described below) necessarily requires Testing Company to make test holes in the exterior surface of the Subject Property.**

1. The testing services to be performed (“Testing Procedure”) are defined as the testing protocol described in the “Standards of Practice and Code of Ethics as stated in the EMIA Guidelines (EIFS Industry Members Association) and can be viewed at <http://www.eima.com/technicaltools/inspectionguidelines/> , or a copy of which will be made available to Owner upon request. The Testing Procedure may deviate from this protocol where, in the judgment of the Testing Company, conditions require such deviations. Owner understands the nature of the testing services to be performed. In particular, Owner understands that while the test holes will be filled with sealant at the conclusion of the Testing Procedure, there can be no assurance that the holes will be free from future moisture penetration or free from cosmetic blemishes.
2. At all times Testing Company personnel are on the Subject Property, Testing Company shall have in place a policy of workers compensation insurance and shall, upon Owner’s request, supply a copy of proof of such insurance to Owner. Testing Company shall indemnify and hold Owner harmless for any failure or breach of this insurance requirement.

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3. Owner acknowledges that Testing Company is acting at the request of Customer. Testing Company understands that Customer has contractually assumed liability for risks associated with this inspection. Owner agrees to look solely to Customer, regarding any claim arising out of any damage caused by actions or risks inherent in the Testing Procedures, Owner acknowledges that certain damage and/or alterations to Subject Property may occur during normal testing conditions and procedures and hereby accepts such outcomes.

4. **DISCLAIMER OF WARRANTY.** IT IS UNDERSTOOD AND AGREED BY THE PARTIES THE INSPECTOR IS NOT AN INSURER AND DOES NOT INSURE AGAINST DEFECTS IN THE PROPERTY INSPECTED. INSPECTOR MAKES NO GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED, INCLUDING A WARRANTY OF MERCHANTABILITY OR FITNESS OF USE AS TO THE CONDITION OF THE PROPERTY.

5. **LIMITATION OF LIABILITY.** THE PARTIES AGREE THAT ("Testing Company"), AND OR ITS AGENTS OR REPRESENTATIVES ASSUME NO LIABILITY OR RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECTS OR DEFICIENCY. THE PARTIES FURTHER AGREE THAT ("Testing Company") ITS AGENTS OR REPRESENTATIVES BE FOUND LIABLE FOR LOSSES OR DAMAGE RESULTING FROM FAILURE TO PERFORM, WHETHER BASED IN TORT OR CONTRACT, THE LIABILITY OF ("Testing Company"), ITS AGENTS OR REPRESENTATIONS SHALL BE EQUAL TO THE SUM PAID FOR THE INSPECTION. IT IS FURTHER UNDERSTOOD THAT NEITHER ("Testing Company"), ITS AGENTS OR REPRESENTATIVES ARE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

6. **STATUTE OF LIMITATIONS.** Any claim must be presented to the Inspector IN WRITTEN FORMAT within one year from the date of the inspection. Any claims presented one (1) year after the date of the inspection will be time barred and Inspector, it's agents or representatives, shall assume no liability.

7. Owner shall make the exterior surfaces of the Subject Property and, where needed by Testing Company, interior access to the Subject Property, available to Testing Company personnel on the date of performance of the testing services. Testing Company will attempt to minimize any disruption of owner's use of the Subject Property and any damage to the Subject Property and its surrounding landscaping. Owner acknowledges that Testing Company will need to place and use ladders, and may need to place and use scaffolding, around the perimeter of the Subject Property. The owner signs this Agreement with the intent to bind all owners and occupants of the Subject property, including his/her spouse, heirs and successors in interest, and represents and warrants that he/she has the authorization to act as agent for and to bind said persons.

8. Any fraudulent, misuse or knowingly misinterpretation of the inspection information or report is strictly forbidden, and will void all contracts. Penalties of litigation will be then be started against all parties involved.

Inspection & Moisture Testing FEES are due at time of Inspection

FEE: _____ Dollars \$ _____

Inspection reports are not released until fee is paid

Additional consultations if needed will be based on the inspectors' hourly rate.

_____ Date: _____
Agreed and Accepted by Owner

_____ Date: _____
Agreed and Accepted by Owner

_____ Date: _____
Inspector

