



CONTRACT FOR ELECTRICAL OUTLET EFFICIENCY TESTING

The Electrical Outlet Efficiency Test (E.O.E.T.) is recommended for all structures.

PURPOSE OF THE E.O.E.T. INSPECTION

The EOET is performed to help identify electrical miswirings in the 120 volt system. The battery of test that comprise this evaluation include polarity and grounding, blade tension, line voltage, voltage drop, GFCI, AFCI, ground impedance, ground to neutral, and false ground. Electrical miswirings are a major cause of building fires and personal injury. Identifying miswirings and having them corrected will help to improve the overall safety of the 120 volt portion of the electrical system. The scope of the evaluation is limited by our inspection protocols.

LIMITATIONS OF LIABILITY

Michael Leavitt & Co Inspections, Inc. and Michael Leavitt are limited to our ability to evaluate all electrical systems. Only accessible portions of the system can be viewed, evaluated, and tested. This inspection is limited to the accessible 120 volt outlet receptacles and inside the accessible main panels and subpanels. Furniture and personal belongings are not moved to gain access. Items plugged into the receptacles are also not unplugged to test. The property owner should be advised that more accurate results are obtained when full access is provided.

While we and our agents make every effort to test and evaluate the 110 volt receptacle outlets, we make NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, for the consequences of erroneous test results, nor do we guarantee the future performance of the system. Neither Michael Leavitt & Co Inspections, Inc. nor its employees or agents shall be liable under any claim, charge or damage of any kind arising out of, connected with resulting from, or sustained as a result of the Electrical Outlet Efficiency Test and its findings. The full limit of liability shall be the E.O.E.T. fee.

REPAIRS

We recommend that all repairs be performed by a licensed electrician due to the difficulty of evaluating, troubleshooting, and repairing the circuits.

ARBITRATION - If you feel that the Electrical Outlet Efficiency Test (E.O.E.T.) was negligent in some respect, you are personally expected to immediately communicate this IN WRITING to our address above within ten (10) business days of discovery. Any legal action must be brought within 3 months from the date of the E.O.E.T., failure to bring said action within 3 months of the date of the E.O.E.T. is a full and complete waiver of any rights, actions or causes of actions that may have arisen therefrom. Communication must be from the party originally contracting with us for our service we will respond to any legitimate complaint because we recognize that Inspectors are human and potentially fallible.

Any 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 contract or arising out of, from or related to the Inspection or Inspection Report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.



Michael Leavitt & Co Inspections, Inc.

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Property or equipment in dispute must be made accessible for re-inspection and arbitration. The accepted standard against which the inspection will be judged will be the "Standards of Practice" as published by the American Institute of Inspectors® and our protocols for performing Electrical Outlet Efficiency Testing. Arbitration shall occur at the property in question. All inspections will be judged against the performance of a reasonably fair and diligent inspection and not against results or occurrences. **No consideration shall be given to clients who fail to perform a complete pre-closing walkthrough inspection prior to transfer of title.** By agreement herein, no settlement in favor of the client shall exceed the inspection fee. Disputes settled without favor to the client will mandate payment of fees at the hourly rate stated below for time invested by our staff or principals.

NOTE: If any portion of this contract is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

FEES

The fee for this inspection is \$_____ payable at the conclusion of the inspection by either cash, check or credit card. We accept Visa, MasterCard, and Discover.

CHECKS SHOULD BE MADE PAYABLE TO: Michael Leavitt & Co.

DEFERRED PAYMENTS ARE SUBJECT TO A SURCHARGE OF 20% IF THE RETURN MAIL ENVELOPE IS NOT POSTMARKED WITHIN 3 DAYS OF THE INSPECTION (\$300.00 FEE = \$60.00 SURCHARGE). Plus, after 30 days, fees are subject to interest at 1.5% per month as well as any additional collection fees levied by the Collection Agency. This Service Agreement is considered the first notice of payment. Your prompt payment is greatly appreciated. The fee is for the service performed on the property. Re-inspections, Research, or Expanded Reports, (including disputed issues requiring investment of time by our staff or principals), will be payable at the rate of \$135.00 per hour.

PERMISSION IS GRANTED TO PERFORM AN INSPECTION PER THE ABOVE AGREEMENT AND PAYMENT IS AGREED UPON AS OUTLINED ABOVE.

I HAVE READ AND ACCEPT THIS AGREEMENT:

INSPECTOR: _____ DATE: _____

APPROVED: _____ DATE: _____

One signature binds all parties

PLEASE CHECK - ()Buyer's Signature * ()Realtor as Agent for... ()Buyer ()Seller * ()Seller's Signature

CAUTION: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ IT