



## **FULL MOISTURE INTRUSION SERVICE AGREEMENT**

**INSPECTION ADDRESS:** [Refer To The Online Order Form](#) **CLIENT:** [Refer To The Online Order Form](#)  
**DATE:** [To Be Determined](#) **START TIME:** [To Be Determined](#) **CLIENT'S AGENT:** [Refer To The Online Order Form](#)

***IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE INFORMATION BELOW.***

**SCOPE OF SERVICES AND LIMITATIONS:** This report is designed to be used by our client to help them make sound decisions regarding the property. The survey and report are intended to be used as a tool to help reduce our Client's risk. Please understand that we cannot and do not pretend to eliminate this risk. Our intent is to inform the Client of existing conditions and provide alternative common sense solutions whenever possible.

The survey and report are conducted by knowledgeable individuals representing Michael Leavitt & Co Inspections, Inc. These individuals are familiar with stucco and EIFS systems, applications, and issues associated with these systems. The survey and report are conducted in a manner consistent with the Georgia Association of Home Inspectors (GAHI) and Exterior Design Institute (EDI) protocols. These are currently the only independent and most recognized stucco testing standard. Recommendations are based on EIMA and manufacturer guidelines and also knowledge gained through the experience of the individuals conducting the survey. All information is based on our current knowledge. These recommendations constitute our best opinion and in no way should be considered a warranty or guarantee against existing or future damages.

The survey and test consists of three components:

**1) VISUAL INSPECTION:** The surveyor will visually inspect the application to determine if the manufacturer's specifications have been met; to determine if defects caused by tradesmen may be affecting the stucco or EIFS system; and to determine the existence of visible damage to the system.

**2) MOISTURE TESTING:** The surveyor will perform a non-invasive scan of the home to determine areas of excessive water retention. This test will be performed with proven equipment, specifically designed for this purpose. The areas scanned will be comprehensive according to the above protocol. Height of scanning and testing is limited to that which can be reached from a 22' ladder. Other obstructions or building features may preclude testing of certain areas. The surveyor's safety is the highest priority.

Areas that are found to have excessive moisture will then be probed in order to determine the exact moisture content. The excessive moisture readings and their locations will be recorded in the written report. It should be understood that many variables, such as temperature, season, and humidity levels both inside and outside can cause a variance in the readings.

Our intention is to limit the number of probe holes without compromising the quality of the survey. Holes made by the probes will be filled by the tester with a similar color caulk. Please Note: We cannot be responsible for exact matches to the original finish.

**3) THE REPORT:** Findings will be documented in the form of a written report. The report contains relevant findings, photographs, excessive moisture readings and locations, recommendations and miscellaneous information which we believe is of value to the Client. The report should be saved and passed on to the next homeowner so that the next homeowner may compare our findings with any that they or their agents may observe.

**LIMITATIONS AND EXCLUSIONS:** This full moisture intrusion inspection and report is not a warranty or guarantee that the stucco or EIFS system will function properly for any period of time in the future. Michael Leavitt & Co Inspections, Inc. provides no warranty, expressed or implied, of merchantability or fitness for any particular use or purpose of the home or any system contained in or on the home. We assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature.

If the Client requires elimination of risk, we advise them to forego this survey and replace the stucco or EIFS with another product. If the Client decides that these approaches are not practical or cost effective, then our report can be used to help them decide what level of repair is needed in order to help strike a balance between risk reduction and the cost of repair. The report is the property and copyright of Michael Leavitt & Co Inspections, Inc. We have granted the Client permission for their personal use.

It is always possible that damage exists which is neither wet nor visible at the time of testing. The only way to guarantee the presence or absence of such damage is to completely remove the system. Michael Leavitt & Co Inspections, Inc. and its agents cannot be held responsible for hidden damage.

**PROFESSIONAL INSURANCES:** Currently none of the insurance carriers for home inspectors offer Errors & Omission (E&O) insurances for EIFS Moisture Intrusion Evaluations. Michael Leavitt & Co Inspections, Inc. does carry general liability insurances but no E&O.

**CONFIDENTIALITY:** The Client agrees to indemnify, defend and hold harmless Michael Leavitt & Co Inspections, Inc. from third party claims relating to this Full Moisture Intrusion test or Inspection Report.



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**ARBITRATION:** If you feel that the Inspection was negligent in some respect, you are personally expected to immediately communicate this IN WRITING to the address above within ten (10) business days of discovery. Communication must be from the party originally contracting with us for our service.

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 Full Moisture Intrusion Evaluation or Full Moisture Intrusion 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 judgement on the Award may be entered in any Court of competent jurisdiction.

Property or equipment in dispute must be made accessible for re-inspection and arbitration. The accepted standards against which the inspection will be judged will be the "Standards of Practice" as published by the Georgia Association of Home Inspectors (GAHI) and the Exterior Design Institute (EDI). 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. By agreement herein, no settlement in favor of the client shall exceed \$500.00 or the inspection fee, whichever is greater. Disputes settled without complete 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 Service Agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties.

**REPORT DELIVERY:** Reports will be e-mailed within 72 hours of inspection.

**FEE:** The fee for this inspection is **\$REFER TO THE ONLINE ORDER**

**CHECKS SHOULD BE MADE PAYABLE TO: Michael Leavitt & Co. Full payment is due at the end of the physical inspection.**

DEFERRED PAYMENTS ARE SUBJECT TO A SURCHARGE OF 20% IF NOT POSTMARKED WITHIN 3 DAYS OF THE DATE OF THE INSPECTION (\$850.00 FEE = \$170.00 SURCHARGE). Plus, after 30 days, fees are subject to interest at 1.5% per month. The Inspection 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 affirm that I am the sole client or am acting in behalf of the client as their sole representative. Michael Leavitt & Co Inspections, Inc. has no responsibility whatsoever to any other party.

**I HAVE READ AND ACCEPT THIS AGREEMENT:**

INSPECTOR: 

APPROVED: \_\_\_\_\_ DATE: Refer To The Online Order Form

One signature binds all parties

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

**CAUTION: DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT**



If you would like to pay by credit card then please fill out this form and either fax it, mail it, or bring it with you to the inspection.

## "CREDIT CARD PAYMENT"

**INSPECTION ADDRESS:** \_\_\_\_\_

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

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

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

**Services Performed:** 1 Stucco Inspection

**Inspection Fee Total:** \_\_\_\_\_ **Please Initial** \_\_\_\_\_

**Card Used:** VISA MC AMEX DISC Other: \_\_\_\_\_

**Card Number:** \_\_\_\_\_

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

**Name on Card:** \_\_\_\_\_

**Agreement:** Cardholder acknowledges and authorizes payment for inspection services from Michael Leavitt & Co Inspections, Inc in the amount of the "Inspection Fee Total" shown above and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer of the Credit Card.

**Signing this Credit Card Payment agreement also indicates full agreement to all 3 pages of this Service Agreement.**

**Client's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(One Signature Binds All Parties)

**FOR OFFICE USE ONLY**  
**Authorization Number:** \_\_\_\_\_