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# Sewer Scope Pre-Inspection Agreement

Inspection Date: Client(s) Name: Service Address: Inspected By:

Inspection Time: () AM () PM

# Your Sewer Scope Inspection and Report

You have requested us to perform a Sewer Scope Inspection to inspect the property's sewer line in order to evaluate its condition and to identify any components that may be in need of immediate repair or clearing of debris. This inspection will include accessing the sewer line and inserting a camera device or scope into it to evaluate it. The inspection process will be recorded, and a report will be generated to outline what we've found. We will provide you with a DVD/USB copy of the recording. The report we prepare will be based on our visual observations and the data we collect from the inspection camera equipment. The inspection and evaluation are not intended to be technically exhaustive. We will provide a written Sewer Scope Inspection Report that is a summary of observations and unbiased opinions based on the experience of the inspector. The inspection is not considered completed until the written Sewer Scope Inspection Report is delivered.

The Sewer Scope Inspection Report will outline and define the portions of the sewer line that were inspected, as well as any areas that were not inspected and the reason(s) they were not inspected, in addition to general statements of what is commonly included and excluded during such an inspection. The Sewer Scope Inspection Report, together with this Agreement, represent the final statement on the condition of the sewer line at the time of the inspection, and the final statement on what was included and/or excluded in the inspection.

#### Cost

A fee of \$\_\_\_\_\_\_ includes the cost of the basic Sewer Scope Inspection, a DVD/USB of the recorded inspection, and a final written Sewer Scope Inspection Report. Payment is due at the time of the inspection. If you are unable to pay at the time of inspection, please call us and make payment arrangements prior to the inspector arriving at the job.

# No-Warranty Clause, Limitations of Liability, and Exclusions

The inspection is intended to reduce risk but cannot eliminate all risk. *By initialing each statement*, you acknowledge that:

\_\_\_\_\_ The inspector will not observe every square inch of the sewer system, and may fail to see or note a defect.

Defects may exist that cannot be detected by visual inspection only.

\_\_\_\_\_ The inspection and Inspection Report in no way lessen the risk or likelihood of repairs or replacements being needed at any time in the future.

\_\_\_\_\_ The inspection and Inspection Report DO NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY KIND, EXPRESSED OR IMPLIED.

\_\_\_\_\_ The inspector and his/her employees or agents shall not be held liable for the cost of repairing any defects or deficiencies, whether present at the time of the inspection or arising in the future, or for any consequential property damage or bodily injury of any nature.

\_\_\_\_\_ The inspector is not responsible for claims relating to conditions that may be altered or repaired without notice or inspection.

# **Dispute Resolution**

CONTACT: Should you have a complaint about the inspection prior to any alteration, repair or replacement, you agree to contact us within 30 days of the date of the inspection to permit us to evaluate the condition(s) which gave rise to your complaint in an effort to try to resolve them.

ARBITRATION: Except in the case of non-payment of fees, disputes which cannot be resolved informally shall proceed to binding arbitration conducted in accordance with the construction industry rules of the American Arbitration Association, except that the parties shall select an arbitrator who is familiar with the real estate inspection profession. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as would a court, and shall follow the substantive rules of law, applying Colorado law. The cost of arbitration shall be shared equally.

STATUTE OF LIMITATIONS: The parties agree that no action may be brought to recover damages against us more than one year after delivery to you of the Sewer Scope Inspection Report. The party signing this Agreement represents that they have full authority to enter into this Agreement. If this Agreement is signed by a third party on behalf of the property owner, the person signing this Agreement expressly represents to us that they have the full authority to execute this Agreement on behalf of the property owner, and to fully bind the property owner to all the terms and conditions herein.

The undersigned acknowledges that they have read this Agreement, fully understand the Agreement, agree to be bound by the Agreement, including the terms, conditions and limitations described above, and have received a copy of this Agreement.

CLIENT OR CLIENT'S REPRESENTATIVE Signature:	
CLIENT'S Name:	Date:
INSPECTOR'S Signature:	
INSPECTOR'S Name:	Date: