

**FIG Services, L.L.C. d/b/a FOX INSPECTION GROUP Forensic Inspection Service Agreement**

**The reason for this service agreement is to help you, our client, better understand what a forensic inspection is, what it can and what it cannot do for you as well as help explain the potential financial costs involved.**

*Please read carefully – this is a binding legal agreement*

**INTENT OF INSPECTION:**

It is the expressed intent and purpose of this inspection to inform you, our client, of the observations and opinions made on the day of the inspection as to cause / effect or the extent of damage regarding your specific issue / concern. Our intent is to provide opinions / answers to your questions, however you the client may not like our answers or have questions that we cannot answer. Both parties are proceeding forward to find answers regarding your specific issues / concerns, understanding that the end result we are both looking for is the *knowledge* of the current situation to make intelligent decisions / opinions for recommendations going forward may or may not materialize once destructive testing is started.

We are going to conduct controlled destructive testing while attempting to determine the cause / effect of your specific issues / concerns without knowing initially if we will ultimately be able to find the answers to address your specific issues / concerns.

It is not within the intent and/or scope of this report to determine the insurability, habitability, suitability of use, economic life span, deferred maintenance issues, and/or issues unnamed in this report. **This report is neither an expressed nor implied warranty and / or guarantee as to future life and/or performance of the items inspected**, but is intended to express the inspector's perceived impression and opinions of the specific issue we were commissioned to investigate. **Our intent is give you our professional opinion regarding your specific issue / concern for you to make more intelligent decisions regarding your specific situation and to reduce your risk associated with your issue / concern, however we cannot eliminate all risk nor assume your risk.**

**SCOPE OF INSPECTION:**

The content of this report is based solely upon observations on the day of the inspection. Opinions have been formed from the inspector's personal knowledge and experience and not upon any code requirements and/or performance standards. Compliance with any federal, state or local codes, past, present or future, and/or other legal requirements is not within the scope or intent of this report.

**METHOD OF INSPECTION:**

This forensic inspection will generally require destructive and/or intrusive testing, dismantling of wall or system components. Unless directed / instructed otherwise, we will be looking for answers to your questions without concern to the physical property. *IE: if you want to know where the source of the leak is coming from, it may require the removal of sheetrock in multiple locations to track down the source. Opening the sheetrock ceiling where the water stain or thermal image appears may give insight that requires access from another location, while that second location may give us insight that requires access from yet another location. We will only stop once we definitively track down the source of the water leak.* Physical damage to your property will take a back seat to finding / discovering the source of the leak.

Be advised this is not interpreted by us as a blank check to destroy your property, we are just trying to solve / find answers / more information regarding your issue / concern in the most direct cost effective manner. We will be accessing only those areas that are deemed viable by us at the time of the inspection to yield the answers we are looking for on your behalf. Be advised we are not a repair company and we do not repair the physical damage incurred in procuring the information you need to make informed decisions regarding your issue / concern. **Client hereby understands and agrees that we are not responsible in any way for any / all damages that result from our forensic investigation.**

**LIMITATION OF INSPECTION:**

The forensic inspection methods employed will generally produce a competent first impression assessment of the apparent cause and effect of your specific issue / concern.

**Because this inspection procedure is not intended to be diagnostic and/or technically exhaustive due to financial, access, or other limitations, an inherent residual risk remains that undiscovered problems exist and/or future problems will develop.** There is no guarantee or warranty stated or implied that all defects will be found or that FIG Services, LLC d/b/a Fox Inspection Group will pay for the repair of any defect not discovered or for any damage incurred during this investigation. The content of this report should be considered as an opinion of apparent performance of the issues / concerns inspected and not engineering fact.

**THIS INSPECTION DOES NOT INCLUDE THE INSPECTION OF, SAMPLING FOR OR TESTING OF ANY SUBSTANCE CLASSIFIED OR OTHERWISE IDENTIFIED WITH OR AS A TOXIC SUBSTANCE AND/OR BIO-HAZARD OR WOOD DESTROYING INSECTS/ORGANISMS.** Client Advisory: No moisture, mold and/or indoor air quality (IAQ) tests were performed, The inspector is not qualified / certified for such evaluations / studies. The client should be aware that various fungi, molds and mildew flourish in such an environment provided by water intrusion events, excessively moist conditions and/or water damaged conditions. A growing concern to date includes the adverse effect on indoor air quality and the potential for inherent health hazards. If concerned the client is advised to contact a qualified IAQ Professional for further evaluations of this property.

**Expert Testimony / Litigation Financial Compensation Clause:**

In the event our services are needed at any time in the future as expert testimony or in a litigation case, client agrees at this time / in advance to financially compensate this firm for it's time and services.

Terms: Non-refundable retainer of \$2,500.00 upfront, Hourly rate of \$175.00 for any activities on our part for your case, including but not limited to; deposition, phone time, research, court time, travel time portal to portal, review of case prior to court appearance, etc. Balance due invoiced weekly, submitted Wednesday, payable the next Friday

**Forensic Inspection Service Fee Schedule / Cost:**

**\$495.00 base for the 1<sup>st</sup> two hours, \$125 / man hour after that**

Example: if we conduct forensic inspections with 2 men for 5 hours the fee / invoice will be \$1,245.00  
 $\$495 (1^{st} 2 \text{ hours}) + \$750 (6 \text{ man hours}) = \$1,245.00$

**SEVERABILITY CLAUSE:**

In the event any portion of the agreement / contract is ruled to be invalid, only that portion shall become null and void and not affect other parts of this contract.

**ARBITRATION / DISPUTE RESOLUTION:**

**We reserve the right to refuse service to anyone for any reason**

In the event a dispute arises regarding an inspection that has been performed under this service agreement, Client(s) agree to notify FIG Services, LLC d/b/a Fox Inspection Group within ten (10) days of the time of discovery to give Fox Inspection Group a reasonable opportunity to re-inspect the property and resolved the dispute amicably. Upon the request of either party, all unresolved disputes relating to this agreement shall be submitted for arbitration in accordance with (AAA) American Association of Arbitrators then in effect with costs shared equally. This provision shall be specifically enforceable and damages for breach of this provision shall include but not limited to court costs and attorney's fees. Client agrees that FIG Services, LLC d/b/a Fox Inspection Group and it's agents liability, if any, shall be limited to the amount of the inspection fee paid for inspection. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence.

**FIG Services, LLC d/b/a Fox Inspection Group is not in the business of certifying workmanship and/or warranting another company's repair work. Receipts and/or warranty for work performed should be obtained from the company or companies who have provided repairs.**

We are not responsible for another participant's personal safety during the inspection process. Client, their representative's, or others participation shall be at his/her own risk for falls, injuries, property damage, etc.

Property Address: \_\_\_\_\_

ISSUES / CONCERNS TO BE ADDRESSED / INVESTIGATED:

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ACKNOWLEDGEMENT: THE UNDERSIGNED HAS REVIEWED THIS DOCUMENT, UNDERSTANDS ITS CONTENT AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN **SPECIFICALLY INCLUDING THE CLAUSE TITLED ARBITRATION / DISPUTE RESOLUTION, EXPERT TESTIMONY / LITIGATION FINANCIAL COMPENSATION AND THE FORENSIC INSPECTION SERVICE FEE SCHEDULE / COST CLAUSES:** THE CLIENT FURTHER REPRESENTS AND WARRANTS THAT HE OR SHE HAS FULL AND COMPLETE AUTHORITY TO EXECUTE THIS CONTRACT ON BEHALF OF ANY SPOUSE, SIGNIFICANT OTHER, CORPORATION, BUSINESS ENTITY, ETC., OR OTHERS, AND TO FULLY BIND ALL OTHERS TO ALL THE TERMS, CONDITIONS, EXCLUSIONS AND LIMITATIONS OF THIS AGREEMENT.

**IN THE ABSENCE OF CLIENT TO SIGN THIS FORENSIC SERVICE AGREEMENT  
NO WORK ON OUR PART WILL BEGIN.**

*By signing I confirm that I have read, understand, and agree to the above forensic inspection service agreement, and that I agree to be bound by these terms and conditions.*

Client Signature(s): \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Client e-mail \_\_\_\_\_

Inspection Fee \$ \_\_\_\_\_ *made payable to Fox Inspection Group*  
Paid Check # \_\_\_\_\_ Or by (circle one) CC or \$\$  
Property Address: \_\_\_\_\_

Inspector: \_\_\_\_\_ Date \_\_\_\_\_

Gordon Fox #1718 Pres, Lesley Fox #3648 VP, Ruben Santillan #5570, Mark Chalmers #6000, Mike Johnson #6389, Andy Walters #7158, Steve Reid #7248, David Gibbs #7406, John Henry #7415, Burney Garland #9378, John Tatum #9459, Ryan Sprague #10524, John McElroy #10533, Agents