

## Certification Request

This is an Agreement between the undersigned Client, and Efficient Living, Inc, dba MADhouse (herein known as MAD) pertaining to a solar potential inspection of the Property located at:

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The terms below govern this Agreement.

1. The fee for our inspection is \$100 per home, the cost for the certification is \$200 per home if applicable.
2. We are simply inspecting the home for solar potentials and not inspecting the structure for building code or zoning compliance or for the presence of or for any potential dangers arising from the condition of the property. We are making no statements about the property other than our opinion on how well the home could lend itself to the production of solar energy.
3. Our inspection and report are in no way a guarantee or warranty, express or implied, that the conditions dictating solar potential won't change over time due to natural or man-made causes or that a third party is using solar technology efficiently enough to reach energy production predictions that a MAD certification deems feasible. We are not responsible for use or misinterpretation of our findings by third parties and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. We disclaim all warranties, express or implied, to the fullest extent allowed by law.
4. The parties agree that the Inspector and its employees are limited in liability to two (2x) times the fee paid for the inspection services. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county of Gaston in the state of North Carolina. If you fail to

prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. Before bringing any such action, you must provide Efficient Living, Inc dba MADhouse with 30 days' written notice of the nature of the claim, in sufficient detail and with sufficient supporting documents that MAD can evaluate it. You waive trial by jury.

5. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. You will have no cause of action against us after one year from the date of the inspection.

6. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

7. In the event of a dispute, both parties agree to submit the issue to binding arbitration in accordance with the rules of the American Arbitration Association.

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

Requested By: \_\_\_\_\_

Title: \_\_\_\_\_

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