



Michael Leavitt & Co Inspections, Inc.
"THE MOST QUALIFIED INSPECTOR IN TOWN"
1145 N. Main Street Orem, Utah 84057

OFFICE 801-225-8020 www.TheHomeInspector.com FAX 801-636-6816

HOLD HARMLESS AND/OR INDEMNIFICATION CONTRACT

Your agreement to this form and its content, with your signature below, is a prerequisite to commencing our Electrical Outlet Efficiency Testing training course! Please read, sign, and date this contract.

NAME: _____ Date: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

PHONE: _____ EMAIL: _____

WARNING, This document affects your legal rights - do not sign it until you have thoroughly read and understand its provisions. By paying for and/or using any materials of Michael Leavitt & Co Inspections, Inc. relating to Electrical Outlet Efficiency Testing you hereby agree to this contract, signed or not.

You are the first party to this agreement hereinafter referred to as "I". Michael Leavitt dba Michael Leavitt & Co Inspections, Inc. (MLC) hereinafter referred to as Michael Leavitt. The homeowners, future clients, etal, as outlined below, are the third parties.

PURPOSE - The purpose of the training and consultation you are about to receive is to familiarize you with the forms, functions and procedures of an Electrical Outlet Efficiency Testing inspection. To accomplish this, it will be necessary for you to devote your total attention to the presentation, participate in the discussions, and participate in the practical testing exercises. Following this plan, we are confident that at the conclusion of the training, you will be competent to perform Electrical Outlet Efficiency Testing inspections, and be comfortable with the testing protocols and reporting process.

INDEMNIFY/HOLD HARMLESS - I have registered for this consultation of my own free will, paid a fee for the instruction, and intend to use this training for the betterment of my own inspection business. I agree to indemnify, defend and hold harmless MLC and/or their agents, from and against all actions, claims or demands, and against all costs, expenses, and attorneys' fees arising directly or indirectly out of actual or alleged injury to any person, third party, or property as an actual or alleged result of the activities and training conducted by Michael Leavitt. In the course of, or as a result of the instruction, I agree to hold Michael Leavitt harmless for any damages, claims or misrepresentations of the instructions given.

INJURY RELEASE - I hereby release Michael Leavitt from liability for any and all injuries that I might suffer as a result of the negligence or other actions that might occur during the training class. I understand that I will be working with electrical testers and there is always risk when working with electricity. By my signature below, I state that I have adequate health and/or disability insurance to care for my own needs.

ARBITRATION - If any provision of this contract is held to be invalid, void or unenforceable, I agree that the remaining agreements shall nevertheless continue in full force and effect. In the event that either party initiates any legal action or proceedings, including arbitration, under this Agreement, I agree that the prevailing party shall be entitled to recover their reasonable attorney's fees. This agreement shall be governed and interpreted under the laws of the State of Utah. The parties hereto, hereby consent to the exclusive jurisdiction and venue for the interpretation and enforcement of this agreement shall be before the Utah County Justice Court, Provo, Utah.

SOUND & VIDEO - The training session may be video taped. Unconditional permission is hereby granted for Michael Leavitt and/or Michael Leavitt & Co Inspections, Inc. to use those sounds and images for instructional, promotional or other activities, now and in the future.

PROPRIETARY MATERIALS & COURSE INFORMATION - By my signature below, I agree to neither sell, steal, borrow, loan, or give away the information presented in this training for the purpose of either financial gain or personal fame. I understand that many hundreds of hours have gone into the development of this added service course and I agree to use it only for the benefit of my own business. I also agree to not share the information or reporting format with other inspectors or interested parties and I will instead refer those interested parties directly to Michael Leavitt so that they can receive the training firsthand. In other words, I agree to not rip off Michael Leavitt by either sharing or selling this information with/to others.

AGREED: _____ DATE: _____