

## Our InterNACHI Standard Residential Home Inspection Agreement

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the Property at: \_\_\_\_\_ . The terms below govern this Agreement.

1. The inspection fee of \$ \_\_\_\_\_ is payable in full after the inspection but before the inspection report is sent to you or your agent.

2. We will perform a visual, non-invasive, inspection of readily accessible areas of the home/building and provide you with a written report identifying the conditions and defects that are (1) observed, (2) deemed material in nature. Our report is not technically exhaustive and is drafted in the opinion of the inspector. Since opinions vary from person to person, the report must be considered as such. Our report is only supplementary to the seller's disclosure statement which should be obtained and read by you before closing.

3. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI") posted at [www.nachi.org/sop](http://www.nachi.org/sop). You understand that InterNACHI's SOP contains limitations, exceptions, and exclusions. You understand that InterNACHI is not a party to this Agreement, has no control over us, and does not employ or supervise us.

4. Unless otherwise indicated in writing, we will NOT test for the presence of radon (a harmful gas), mold, mildew, or verify construction as being in compliance with applicable building codes. Nor will we inspect or test for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations. If any these areas are of concern to you, we highly recommend you retain an expert in these fields for further evaluation.

5. Our inspection and report are for your use only. Only with your written permission will we give or discuss our observations with any real estate agent, owners, repair persons, or other interested parties. You are the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation 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. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

6. LIMITATION ON LIABILITY AND DAMAGES. We assume no liability for the cost of repair or replacement of unreported defects or deficiencies, either current or arising in the future. In all cases, Client acknowledges that the liability of the inspector, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the inspector's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or report, shall be limited to liquidated damages in an amount not greater than 1.5 times the fee you paid us, and this liability shall be exclusive. You waive any claim for consequential, exemplary, special or incidental

damages or for the loss of the use of the home/building. You acknowledge that this liquidated damages is not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee.

7. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

8. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. 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. You agree that the exclusive venue for any legal action against InterNACHI itself, allegedly arising out of this Agreement or our membership in InterNACHI, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with 30 days' written notice of the nature of the claim in sufficient detail and with sufficient supporting documents that InterNACHI can evaluate it. In any action against us or InterNACHI, you waive trial by jury.

9. 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. No statement or promise by us shall be binding unless put in writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees.

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

11. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

12. You may not assign this Agreement.

13. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.

14. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.