

InterNACHI Home Inspection Agreement

This is an Agreement pertaining to our inspection of the Property at:

1. You will pay us \$_____ for our inspection. You have paid a deposit of \$_____.

2. We will perform a visual inspection of the Property and give you a written report identifying the defects we (1) observed and (2) deemed material.

3. We will inspect the Property in accordance with the Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI") posted at <http://www.nachi.org/sop.htm>. These standards contain limitations. You understand that InterNACHI is not a party to this Agreement and does not supervise or exercise control over us.

4. We will NOT test for the presence of radon – a colorless, odorless, radioactive gas that may be harmful to humans. We will not test for mold. We will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, formaldehyde, soil contamination, and other environmental hazards or violations. If any portion of any structure we inspect is a log home, log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

5. Our inspection and report are for you only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. We are not responsible for use of our report by third parties; third parties who rely on it do so at their own risk and release us (including employees and business entities) from any liability. If you 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 such action. Our report is not 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.

6. We assume no liability for the cost of repair or replacement of unreported defects or deficiencies either current or in the future. You agree that in all cases our liability shall be limited to liquidated damages in an amount equal to the fee paid. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the Property. You acknowledge that the liquidated damages are not a penalty, but that we intend them to (i) reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed upon fee.

7. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in writing.

8. If you believe you have a claim against us, you agree to provide us with (1) written notification of adverse conditions within seven days of discovery; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

9. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county or district court for Boulder County, Colorado. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and fees incurred in defending that claim. You agree that any legal action against InterNACHI must be filed in the county or district court for Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with 30 days' written notice of the nature of the claim. In any action against us or InterNACHI, you waive trial by jury.

10. 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 other terms or promises. No statement or promise by us shall be binding unless in a writing signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by both parties. This Agreement shall be binding upon and enforceable by the parties and those that acquire their interests in this Agreement. You must file any lawsuit against us within one year from the date of the inspection.

11. You will pay the fee (less any deposit noted above) when we complete the inspection. You agree to pay all costs and attorney's fees incurred in collecting the fee owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

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

13. You may not assign this Agreement.

14. If a court finds that any term of this Agreement is ambiguous or requires 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 Agreement.

15. 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.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

CLIENT

(Date) CLIENT

(Date)