

InterNACHI Home Inspection Agreement

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Rev 071107c

The address of the property is:

Fee for the home inspection is \$_____. INSPECTOR acknowledges receiving a deposit of \$_____ from CLIENT.

THIS AGREEMENT made this _____ day of _____, 20____, by and between Genesis Home Inspections LLC (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material at the time of the inspection. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to/with the current Standards of Practice of the International Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. Although INSPECTOR agrees to follow InterNACHI's Standards of Practice, CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. CLIENT also understands that InterNACHI is not a party to this Agreement and that InterNACHI has no control over INSPECTOR or representations made by INSPECTOR and does not physically supervise INSPECTOR. Unless otherwise indicated below, CLIENT understands that the INSPECTOR will NOT be testing for the presence of Radon – a colorless, odorless, radioactive gas that may be harmful to humans. Also unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.
3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected pursuant to this Agreement is a log home, log structure or similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs or similar defects that are not visible by an exterior visual inspection.
4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments 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 the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.
6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.
7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against InterNACHI itself allegedly arising out of this Agreement or INSPECTOR'S relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado.
8. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such

change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

10. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.

11. This Agreement is not transferable or assignable.

12. Initials: _____ **FOR CONDOMINIUMS, TOWNHOUSES, AND SUBDIVISIONS WITH COMMON AREAS:**
Common areas (e.g., walls, foundation, roof, garage, laundry, etc.), shared by more than one unit, common mechanical systems (e.g., water heater, plumbing, etc.) used by more than one unit, and areas typically under the jurisdiction of the homeowners' association (e.g., exterior grounds, exterior structure, and exterior systems) will not be inspected.

13. CLIENT agrees that INSPECTOR will not be held liable for the undetected presence of "Chinese Drywall" or any other substance not visually detectable.

14. Initials: _____ **FOR INSPECTIONS PERTAINING TO WOOD-DESTROYING INSECTS:**
CLIENT agrees that INSPECTOR will not be held liable for the undetected presence of wood-destroying insects/organisms when evidence of same may appear after the completion of the inspection, provided that a reasonable inspection of the readily-accessible areas has taken place AND related inspection reports do not indicate any areas excluded from inspection due to inaccessibility and/or conditions out of the control of the INSPECTOR.

15. Initials: _____ **FOR SEPTIC DYE TESTING:**
CLIENT agrees that INSPECTOR will not be held liable for conditions out of the control of the INSPECTOR when performing Septic Dye Testing. INSPECTOR would not be held liable for unforeseeable conditions of septic, waste and/or water supply system, or any resulting damage or injury to property or persons during or after the testing. CLIENT understands/agrees that Septic Dye Testing is a limited evaluation of the system's workability in general AT THE TIME OF the entry of the dye, that it is not a full/complete examination of the system and/or components and that results of testing can in no way guarantee future performance of system and/or components.

16. Initials: _____ **REALTOR HOLD-HARMLESS:**
CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.

17. CLIENT agrees that INSPECTOR will not be held liable for actions/inactions of persons, including CLIENT, who may appear at the place of inspection with or without the knowledge or permission of the CLIENT and that any and all damages and/or injuries to property and/or aforementioned persons are exclusively the responsibility of the CLIENT.

18. Initials: _____ **MOVE-IN CERTIFIED PROGRAM:**
MOVE IN CERTIFIED REPORT: The inspection report to be prepared for CLIENT is solely and exclusively for CLIENT's own information and may not be relied upon by any other person. Under the Move in Certified/Prelisting inspection program, CLIENT agrees to have this report uploaded to the internet in order for potential buyers or real estate agents to view, but said persons are not specifically intended beneficiaries of the agreement or the inspection report both directly or indirectly. CLIENT agrees to indemnify, defend, and hold Inspector harmless from any third party claims arising out of misrepresentation of the inspection report. A complete list detailing the use and rules of the Move In Certified program is provided to CLIENT upon completion of the inspection upon request. CLIENT acknowledges that the term "Certified", as used in this context, does not imply that INSPECTOR, upon completion of the inspection, is certifying that the building inspected is indeed "certified" as to be free of unknown defects/deficiencies, but rather that by participating in this program, CLIENT, after the initial inspection, agrees that any/all major known defects/deficiencies and/or safety concerns will be repaired, this being verified by an item-specific re-inspection then therefore CLIENT "certifies" that indeed the repairs have been made prior to sale.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

FOR GENESIS HOME INSPECTIONS LLC

CLIENT OR REPRESENTATIVE