

# Inspection Doctor - Home Inspection Agreement

Rev 2-19-2014

The address of the property is: \_\_\_\_\_.

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

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_ (hereinafter "INSPECTOR") and the undersigned ("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 report identifying the defects that INSPECTOR both observed and deemed material. 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 with the current Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI") posted at <http://www.nachi.org/sop.htm>. Although INSPECTOR agrees to follow InterNACHI's Standards of Practice, CLIENT understands that these standards contain limitations, exceptions, and exclusions. CLIENT understands that InterNACHI is not a party to this Agreement and has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon – a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in a 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 for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility 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 INSPECTOR (including employees and business entities) from any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in this Agreement. INSPECTOR'S inspection of the property and the 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. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes 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.
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 and/or employees, 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 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 and understand that the Inspector and its employees and its agents/LLC assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the Client.

8. The parties further agree that the Inspector is liable only up to the cost of the inspection(s).
  9. Client is advised to seek two professional opinions and acquire estimates of repair as to any defects, comments, improvement recommendations mentioned in this report. Inspector recommends that professionals making any repairs inspect the property further, in order to discover and repair related problems that were not identified in the report. Inspector recommends that all repairs, corrections and cost estimates be completed and documented prior to closing or purchasing property. Feel free to hire other professionals to inspect the property prior to closing, including but not limited to HVAC professionals, electricians, engineers or roofers etc. This is not an exterior insulation finish system (eifs) , chinese drywall, lead based paint, asbestos, mold, radon, building material recall or other specialty inspection unless noted specifically on your agreement or final bill by inspector including a specific specialty agreement signed by you and the inspector.
  10. "Your inspector may have an affiliation with a third party service provider ("TPSP") in order to offer you additional value-added services. By entering into this agreement you (a) authorize your inspector to provide your contact information (including telephone number) to the TPSP, (b) waive and release any restrictions that may prevent the TPSP from contacting you (including by telephone), and (c) authorize the TPSP to contact you (including by telephone) regarding special home alarm system offers."
  11. Should an Onsite Waste Treatment System, well check or water sample be performed by Inspector, no guarantees, warranties, or future functionality or guarantee of complete system are implied or expressed. These are tests of functionality on the day of inspection only.
  12. 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 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. No such action may be filed unless the plaintiff has first provided InterNACHI with 30 days' written notice of the nature of the claim. In any action against INSPECTOR and/or InterNACHI, CLIENT waives trial by jury.
  13. If any court declares any provision of this Agreement invalid, 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 shall be enforceable against any party unless it 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 and if litigation arises shall be limited to inspection charged amount.
- 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. Fee is not contingent upon sale of property. If property is not purchased by client payment shall be due within two business days of withdrawal of purchase agreement by either party. 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. If this Agreement is signed by a representative of the CLIENT, all provisions of this Agreement are in effect.
14. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.
  15. This Agreement is not transferable or assignable. No insurance, warranty or guarantee is expressed or implied.
  16. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.
  17. Townhouses/Condominiums will be limited in what can be viewed in some instances. Common areas may or may not be commented on.
  18. PLEASE NOTE: IF THIS PROPERTY IS IN A COMMON INTEREST DEVELOPMENT. Maintenance of the communal areas, systems, and components is typically the responsibility of a Homeowners (or similar) Association, check with your association to see what is covered by association. Inspection of these areas is considered beyond the scope of this inspection. Furthermore, as the parameters of this unit, common areas, and exclusive use common areas, can only be determined by review of the Association's "Covenants, Conditions, and Restrictions" CC&R's (again beyond the scope of this inspection), any comments that may pertain to said areas, have been made as a courtesy only, and should be addressed via the current owner of the Association. Correction of common area deficiencies will be at the discretion of the Association. "INSPECTION DOCTOR" Shall not be responsible for erroneous comments or omissions

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concerning deficiencies involving communal areas, systems, or components. We recommend obtaining and reviewing a copy of the Association OPERATING BUDGET and schedules.

A properly prepared budget will include a RESERVE STUDY. The reserve study should be based upon an on-site condition evaluation, preferably by an independent third party. The study should provide information regarding the useful and remaining life expectancies, and replacement costs, of the major systems and components that the Association is obligated to repair, replace, restore, or maintain. Most reserve studies or budgets will also include a statement of the available funds as a percentage of the necessary funds ("percent funded"). It is also important to verify that the Association has adopted a sound funding strategy to cover future reserve expenses. Additional information should be obtained from the Association with regards to their knowledge of any: construction defects; disaster damage; the extent of repairs involving said defects or damage; and pending claims or litigation involving the Association. Furthermore, copies of prior board minutes should be obtained for review.

19. Signing this agreement by typing in your name and e-mailing back to Inspection Doctor, you agree this will serve as your legal signature to this agreement and your typed name and receipt by e-mail to Inspection Doctor from your e-mail address or other will document this date and signature authorized by you and shall be legally binding.

20. HOLD HARMLESS AGREEMENT: 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 claims by reason 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.

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

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FOR INSPECTOR

\_\_\_\_\_  
CLIENT OR REPRESENTATIVE