

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our walk-through of the Property at:

\_\_\_\_\_. The terms below govern this Agreement.

- 1. The fee for our walk-through is \$ \_\_\_\_\_, payable [in full / in part at \$ \_\_\_\_\_] at a time [before / after] the walk-through.
- 2. We will perform a visual walk-through of the home/building and provide you with oral comments summarizing our observations. **A WALK-THROUGH IS NOT A HOME INSPECTION OR A COMMERCIAL PROPERTY INSPECTION. We will NOT follow InterNACHI's Standards of Practice or any state laws pertaining to home inspections. Our comments will be nothing more than a subjective summary of our initial observations during the walk-through. You may hire us to perform a home inspection or commercial property inspection by signing a separate agreement with us.** You understand that InterNACHI is not a party to this Agreement, has no control over us, and does not employ or supervise us.
- 3. We will NOT test for the presence of radon, a harmful gas. 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, soil contamination, or other environmental hazards or violations.
- 4. Our walk-through and any comments are for your use only. We are not responsible for use or misinterpretation by third parties, and third parties who rely on our comments 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 walk-through and comments 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.
- 5. **Limitation on Damages.** We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than the fee you paid us. 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 walk-through for the agreed-upon fee because you did not want to incur the additional costs a home inspection would require.
- 6. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. 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 a separate writing.
- 7. **Waiver of Right to Sue.** Because of the extremely limited nature of our walk-through, you waive any right to sue us under any negligence theory. As long as we perform the walk-through, you also waive any right to sue us for breach of contract. If you nevertheless believe you have a claim against us, you agree to provide us with the following: (i) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (ii) immediate access to the premises. Failure to comply with these conditions releases us from liability.
- 8. **Venue / Attorney's Fees / Waiver of Jury.** 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 reduced to 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. You will have no cause of action against us after one year from the date of the walk-through.
- 10. Past-due fees for our walk-through shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.
- 11. You may not assign this Agreement.
- 12. 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.
- 13. 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.
- 14. **If you would like a large-print version of this Agreement before signing it, you may request one by emailing us.**

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

\_\_\_\_\_  
CLIENT (Date)

\_\_\_\_\_  
CLIENT (Date)