

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

\_\_\_\_\_. The fee for the Energy Audit is \$ (as per quotation).  
INSPECTOR acknowledges receiving a deposit of \$ 0.00 from CLIENT.

The parties understand and voluntarily agree as follows:

- 1.) INSPECTOR agrees to perform a visual energy audit of the home/building, and to provide CLIENT with a written report identifying suggested measures to improve energy efficiency and occupant comfort. INSPECTOR may offer additional 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.) CLIENT understands that INSPECTOR will NOT be performing the work recommended in the report, is not a contractor, and is not responsible for the quality of the work the contractor performs or the success of the contractor's efforts. CLIENT should expect the contractor to make additional recommendations.
- 3.) Projected savings in utility bills, if any, are not guaranteed by the INSPECTOR.
- 4.) CLIENT may or may not be eligible for grants, tax credits, tax deductions or incentives from any federal, state, local or other incentive, rebate or savings program. Client should always consult with a qualified tax attorney, certified public accountant, or other qualified representative for such information.
- 5.) CLIENT acknowledges that the liability of INSPECTOR, its agents and 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 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. The parties acknowledge that the liquidated damages are not intended as a penalty, but are intended to (i) reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) allocate risk among the INSPECTOR and CLIENT; and (iii) enable the INSPECTOR to perform the energy audit at the stated fee.
- 6.) INSPECTOR does not perform engineering, architectural, inspection, or any other job function requiring an occupational license in the jurisdiction where the energy audit is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT in writing that he/she is so licensed, and is therefore qualified to go beyond this basic energy audit and, for an additional fee, perform additional work. Any agreement for such additional work shall be in a separate, written agreement.
- 7.) In the event of a claim against INSPECTOR, 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, and, in any such case, the parties both waive trial by jury. 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 (or its officers or employees), 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 energy audit.
- 9.) Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site energy audit. 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 guarantee payment of the fee by the entity.
- 10.) Waiver of Right to Sue. This is not the EnerGuide Rating System assessment. Because of the extremely limited nature of our home energy audit, you waive any right to sue us under any negligence theory. As long as we perform the home energy audit, 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.
- 11.) This Agreement is not transferable or assignable.

I have carefully read the foregoing, and I understand, accept and agree with all of the terms and conditions of this contract.

\_\_\_\_\_  
CLIENT

(Date)

\_\_\_\_\_  
CLIENT

(Date)