



HOME INSPECTION AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT- PLEASE READ CAREFULLY

The address of the property is: _____.

Fee for the home inspection is \$ _____.

THIS AGREEMENT, made this _____ day of _____, 20____, by and between The INSPECTION PROTECTION Company, LLC (hereinafter "INSPECTOR") and _____

(hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. At the request of the CLIENT, the INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written or digital inspection 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. The property is to be accessible and all utilities and pilot lights should be on so the inspection may be performed at the scheduled time.
2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Scope of Work and Standards of Practice of the National Association of Certified Home Inspectors posted at the INSPECTOR's website (www.theinspectionprotection.com), a copy is also available upon request and may be viewed at National Association of Certified Home Inspectors website, <http://www.nachi.org/sop.htm>. Although INSPECTOR agrees to follow NACHI's Standards of Practice, CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. Unless otherwise indicated below, CLIENT understands the INSPECTOR will NOT be testing for mold or mildew; the INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, radon, soil contamination, and other environmental hazards or violations. Testing for some of these environmental issues is available for an additional fee. Also, unless agreed and for additional fees, inspection of pools, spas, lawn sprinkler systems, water softener/purifier systems, detached buildings, private septic systems, automatic gates and other components of the property will not be inspected.
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, repair persons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. The report is prepared for the exclusive use and possession of the CLIENT and is not transferable or assignable. The inspection does not include any destructive testing or dismantling. Any area which is not exposed to view, is concealed, or is inaccessible is not included in this report. 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.
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. The client agrees that the inspector has the right to modify the report for a time not to exceed twenty four hours from the delivery of the report to the client.
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. The inspector is a home inspection generalist. If your inspection report recommends consulting other specialized experts, CLIENT must do so at their own expense.

6. In the event of a claim against INSPECTOR, the 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. No alterations, modifications or repairs, except for emergency conditions, shall be made prior to re-inspection by INSPECTOR. 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 NACHI itself allegedly arising out of this Agreement or the INSPECTOR's relationship with NACHI 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. The parties agree to make an attempt to resolve any dispute informally. Should the informal attempt fail, the CLIENT agrees to use the Alternate Resolution Service, an independent service provided by NACHI, or a mutually acceptable mediation or arbitration service for business resolution, in that order.

10. Radon gas – the EPA recommends that ALL home buyers have an indoor Radon test conducted. Radon is a Class A carcinogen and the second leading cause of lung cancer, estimated to cause 15,000-20,000 deaths in the US annually. According to the EPA's Map of Radon Zones, Georgia and surrounding areas are ranked as Zone 1 and 2. I have read and fully understood the disclosure above and:

_____ a) elect to have the INSPECTOR conduct an indoor Radon Test according to EPA Protocols for an additional fee \$175.00 when performed at the time of the inspection, \$225.00 if scheduled for a later date.

_____ b) against the strong recommendations of the EPA and the INSPECTOR, elect NOT to test the home for the presence of indoor radon gas, and assume all liability for elevated Radon concentrations that such a test would have revealed, if discovered, after the transaction closes.

11. The INSPECTOR may have an affiliation with third party service providers (TPSP) in order to offer the CLIENT additional value added services. By entering into this agreement the CLIENT authorizes the INSPECTOR to provide CLIENT's contact information (including telephone number) to the TPSPs regarding special home alarm system offers.

12. Payment of the fee to INSPECTOR is due upon completion of the on-site inspection or if the client cannot be present at the inspection then payment is expected within ten days. There will be a \$25 fee added for payments that are to be made at closing. 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.

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 claimed by reasons of acts of 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.

FOR INSPECTOR

CLIENT OR REPRESENTATIVE