

Home Inspection Agreement

This is an Agreement between you: _____, the undersigned Client, and us, Ridgeline Inspections and the Inspector, pertaining to our inspection of the Property at: _____, made on _____. The terms below govern this Agreement.

1. The fee for our inspection is: \$_____, payable in full at a time before the inspection.

2. We will perform a visual (non-invasive) inspection of the home/building and provide you with a written report identifying the defects that we (1) observed and (2) deemed material (can adversely affect safety and/or value of the home). This inspection is not a guarantee or warranty of any kind, but is an inspection for system and major accessible component defects and safety hazards. The report is only supplementary to the seller's disclosure.

3. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at www.nachi.org/sop. You understand that InterNACHI's SOP contains limitations, exceptions, and exclusions. Conditions which lie beyond the scope of the General Home Inspection include, but are not limited to: Conditions not readily observable, identification of building regulation violations, failure to follow manufacturer's installation recommendations, and any condition requiring research. You understand that InterNACHI is not a party to this Agreement, has no control over us, and does not employ or supervise us.

4. Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, we will not test for mold. Unless otherwise indicated in writing, 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. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

5. The Home Inspection focuses mainly on conditions which relate to the structure and functionality of the home, not cosmetic items. Because of this, we do not normally comment on the overall condition of paint, flooring, carpet, and trim - except as a courtesy to the client when these elements are significantly damaged, or their condition is related to another issue, such as water damage.

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. For your protection, and that of others, all repairs, corrections, or specialist evaluations should be performed by qualified contractors or licensed professionals.

7. Our inspection and report are for your use only. You will be the sole owner of the report and all rights to it. We are not responsible 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 us (Ridgeline Inspections and its owners and employees) 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 inspection and 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. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

8. 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 the risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee.

9. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

10. 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, attorney's fees, and other expenses 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.

11. 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 an authorized owner of Ridgeline Inspections. Any modification of this Agreement must be in writing and signed by you and by one of our authorized owners. 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 inspection.

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 agreement.

13. Past-due fees for your inspection shall accrue interest at 10% 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.

14. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

15. You may not assign this Agreement.

16. Ridgeline Inspections automatically shares your report with your Real Estate Agent. If you wish to keep it private, or if you would like it shared with anyone else, please let us know before the Inspection is completed.

17. 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.

18. **HOLD HARMLESS AGREEMENT:** You agree to hold harmless any and all real estate agents involved in the purchase of the property to be inspected, and keep them exonerated from all loss, damage, liability, or expense claimed by reason of action or neglect by the inspector, employees, or independent contractors paid by Ridgeline Inspections.

BY SIGNING BELOW, YOU INDICATE THAT YOU HAVE CAREFULLY READ THIS AGREEMENT, AGREE TO IT, AND ACKNOWLEDGE RECEIVING A COPY OF IT.