



Royal Home Inspections Inspection Agreement

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

1. The fee for our inspection is , payable at a time (before/after) the appointment.
2. We will perform a visual inspection of the home/building and provide you with a written report identifying the defects that we (1) observed and (2) deemed material. 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 nachi.org/sop. If your jurisdiction has adopted mandatory standards that differ from InterNACHI's SOP, we will perform the inspection in accordance with your jurisdiction's standards. You understand that InterNACHI's SOP contains limitations, exceptions, and exclusions. 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. IF RADON TESTING WAS ORDERED BELOW IS THE SUB-AGREEMENT FOR RADON TESTING.
 1. We or our subcontractor will test for radon at the property to measure the radon level in the air using an approved short-term continuous Radon monitor. This will require a minimum of 48 hours, but may take longer. We will then deliver the testing device to a recognized laboratory and provide you with a written report when we receive the laboratory's results.
 2. Radon is a colorless, odorless, radioactive gas that may be harmful to humans. The amount of radon in the air is measured in picocuries of radon gas per liter of air, or "pCi/L." While any radon exposure creates some risk to health, the EPA considers a level of 4 pCi/L or higher dangerous and recommends that you take remedial measures to reduce or eliminate radon.
 3. This Agreement is for testing only. We are not responsible for correcting or mitigating radon issues. As a courtesy, we may offer comments related to radon mitigation, but these will not obligate us to create or implement a mitigation plan.
 4. Our report is only supplementary to the seller's disclosure.
 5. Unless otherwise inconsistent with this Agreement or not possible, we will perform the radon inspection in accordance with current industry standards.
 6. Our report is for your use. You grant us permission to discuss our observations and test results with real estate agents, owners, repairpersons, and other interested parties. We are not liable for use or misinterpretation by third parties.
 7. Our inspection and report are not a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the property. We expressly disclaim all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, to the fullest extent allowed by law.
 8. We are not liable for any errors the laboratory makes.
 9. You will comply with our instructions for the proper testing, detection and analysis of radon gas levels in the property. We are not liable for any negligence or other interference that you or any other person cause.
 10. This Agreement is for radon testing only. If you want us to perform any other type of testing, you will sign a separate inspection agreement for that.
 11. You agree that our liability (and that of our agents, employees, etc.) for claims arising out of this Agreement shall be limited to liquidated damages in an amount equal to 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 property. You 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 us; and (iii) enable us to perform the inspection at the stated fee.
12. If you are the property owner, you understand that, as part of our radon testing, we or our subcontractor will leave certain equipment in your residence. If the equipment is lost, stolen, damaged, or destroyed while in your residence, you agree to pay us or our subcontractor for the cost to replace the equipment with identical new equipment. You understand that in that situation, it would take time for to obtain new equipment and that without the equipment, we or our subcontractor will be unable to engage in radon testing and will therefore be losing income. You agree that in this situation, you will pay us or our subcontractor \$ 75 per day as liquidated damages for that lost income, in addition to the cost of replacing the equipment.
 13. If you believe you have a claim against us, you will supply us with the following within seven days of discovering your claim: (i) written notice of the claim in sufficient detail and with sufficient supporting documents that we can intelligently evaluate it; and (ii) access to the premises. Failure to comply with these conditions is a bar to any claim or lawsuit and releases us from any liability.
 14. The exclusive venue for any action arising out of this Agreement shall be in the county where we have our principal place of business. In any such action, you waive trial by jury. In any such action, the court must award the prevailing party attorney's fees and costs.
 15. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents our entire agreement between the parties. All prior communications are merged into this Agreement. There are no terms or promises other than those in this Agreement. No statement or promise allegedly made after the execution of this Agreement shall be binding unless reduced to writing and signed by us. Any modification to this Agreement must be in a writing signed by you and us. This Agreement binds the successors of the parties.
 16. You will have no cause of action against us after one year from the date of the inspection.
 17. If you are a corporation, LLC, or similar entity, the person signing this Agreement on behalf of the entity personally guarantees payment of the fee by the entity.
5. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. 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 (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 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.
6. LIMITATION ON LIABILITY AND 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 1.5 times 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 inspection for the agreed-upon fee. If you wish to eliminate this liquidated damages provision, we are willing to perform the inspection for an increased fee of \$1,650, payable in advance.
7. 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.
8. 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.
9. 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.
10. 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 inspection.
11. Past-due fees for your inspection 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.
12. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.
13. You may not assign this Agreement.
14. 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.
15. 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.
16. **If you would like a large print version of this Agreement before signing it, you may request one by emailing us.**

17. If you elect to participate in InterNACHI's Buy-Back Guarantee Program, you will be bound by the terms you may view at nachi.org/buy.
18. In providing the property inspection and inspection report, information about the client, inspector, real estate professional, and property will be collected and input into HomeGauge inspection software and services, which inspector uses to produce the inspection report. This information may include personally-identifiable information about the client, inspector and real estate professional. This information may subsequently be used by the provider of HomeGauge, as set out in the HomeGauge Privacy Policy found at <https://www.homegauge.com/privacy.html>. Inspectors may choose to use this information to market new or related products and services to clients.
19. In providing the property inspection and inspection report, information about the client, inspector, real estate professional, and property will be collected and input into HomeGauge inspection software and services, which inspector uses to produce the inspection report. This information may include personally-identifiable information about the client, inspector and real estate professional. This information may subsequently be used by the provider of HomeGauge, as set out in the HomeGauge Privacy Policy found at <https://www.homegauge.com/privacy.html>. Inspectors may choose to use this information to market new or related products and services to clients.
20. Your inspector has an affiliation with Residential Warranty Services (RWS), a third party service provider, in order to offer you additional value-added services including a complimentary RecallChek to help determine if the inspected property has any potentially dangerous recalled appliances, as well as a complimentary Home Warranty. By entering into this agreement you (a) authorize your inspector to provide your contact information (including telephone number) to RWS and/or its affiliate, (b) waive and release any restrictions that may prevent RWS and/or its affiliate from contacting you (including by telephone using automated dialing technology), and (c) authorize RWS and/or its affiliate to contact you regarding home services.

Thermal Imaging Addendum to Inspection Contract

Thermal imaging (also known as thermography and infrared or IR technology) is an emerging technology that may allow the InterNACHI INSPECTOR to show you things about your home that no one can show you using other inspection methods. Thermal imaging produces images of invisible heat energy emitted from objects and systems in the home and allows me to measure it. Thermal imaging may help diagnose the problem rather than merely identify symptoms and can sometimes, but not always, identify and document: electrical faults before they cause a fire; overloaded and undersized circuits; circuit breakers in need of immediate replacement; missing, damaged and/or wet insulation; heat loss and air infiltration in walls, ceilings, floors, windows and doors; water and moisture intrusion that could lead to mold; possible pest infestation; hidden roof leaks (before they cause serious damage); air-conditioner compressor leaks; under-fastening and/or missing framing members; structural defects; broken seals in double-pane windows; energy loss and loss of system efficiency; dangerous flue leaks; damaged and/or malfunctioning radiant heating systems; unknown plumbing leaks; and overheated equipment. The color images produced can then be included in the inspection report to provide supporting documentation. One picture is worth a thousand words.

20. CLIENT requests and authorizes INSPECTOR to perform a thermal imaging scan on the structure at for the following purposes. There is no fee for this additional service.
21. INSPECTOR's liability for any damages allegedly arising out of any aspect of the thermal imaging service shall be limited to the additional amount paid for the thermal imaging scan. CLIENT voluntarily waives any claim for consequential, exemplary or incidental damages to the fullest extent allowed by law.
22. The thermal imaging scan will be limited in scope to the equipment used by INSPECTOR. The inspection will be a non-invasive and non-destructive examination of the visible and safely and readily accessible portions of the interior and/or exterior of the structure for atypical temperature/thermal variations. NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES REGARDING FUTURE USE, HABITABILITY, OPERABILITY, SUITABILITY, OR MERCHANTABILITY WITH RESPECT TO THE SUBJECT PROPERTY ARE PROVIDED.
23. Thermal imaging services do NOT include any inspections, examinations, testing or evaluations for harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to: mold; bio-aerosols; radon; lead; asbestos; non-biological airborne particulates; contaminants; petroleum products; petrochemicals; radioactive materials; electromagnetic radiation; or plant, animal, or insect secretions or excretions. Infrared cameras are not moisture meters but can aid in identifying areas that warrant further investigation. If INSPECTOR offers any information or opinions about any of the foregoing, this information shall be deemed to be informational only and supplied as a courtesy to the CLIENT and shall not be deemed to be an amendment to this addendum or the inspection agreement.
24. CLIENT agrees to indemnify and hold harmless INSPECTOR, its agents, employees and inspectors for the presence of any harmful, dangerous or toxic substances or materials or environmental hazards, including, but not limited to, those listed in part 4 of this addendum, as well as for any and all damages and liability for any mitigation, construction, or any other costs associated with the presence of any such hazards or substances or materials.
25. If CLIENT desires to obtain information regarding the presence of any harmful, dangerous or toxic substances or materials or environmental hazards including, but not limited to, those listed in part 4 of this addendum, it is solely the responsibility of the CLIENT to contact and engage the services of qualified individuals or companies that specialize in the areas of specific interest or concern.
26. All of the other terms of the Agreement (Inspection Contract) are incorporated herein by reference.

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

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

Client Signature: _ Date: _

Inspector Signature: _ Date: _

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