

The address of the property is: \_\_\_\_\_.

Fee for the inspection is \$ 0.00, INSPECTOR acknowledges receiving inspection fee from CLIENT prior to sending finalized report. THIS AGREEMENT made this 30<sup>th</sup> day of June, 2020 by and between Twister City Inspections, LLC (hereinafter "INSPECTOR") and the undersigned ("CLIENT"), collectively referred to herein as "the parties." The **Parties understand and voluntarily agree as follows:**

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written 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. CLIENT engages INSPECTOR to conduct a NON-INVASIVE LIMITED visual inspection and provide a written home inspection report. It is agreed that this inspection will be of readily accessible areas of the dwelling and is limited to visual observations of apparent conditions existing only at the time of the inspection.

2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI") posted at <https://www.nachi.org/sop.htm>. Although INSPECTOR agrees to follow InterNACHI's Standards of Practice, CLIENT understands that these standards contain limitations, exceptions, and exclusions. CLIENT understands that InterNACHI is not a party to this Agreement and has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon - a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in a separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.

3. The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations and share report with the client's real estate agent(s) if signed below.

(Client Name and Signature) \_\_\_\_\_.

INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility 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 INSPECTOR (including employees and business entities) from any liability whatsoever. INSPECTOR'S inspection of the property and the 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. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

4. INSPECTOR assumes no liability for the cost of repair or replacement of reported and/or unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses 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. 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.

**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, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.

**6.** In the event of a claim against INSPECTOR, 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. 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 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 allegedly arising out of this Agreement or INSPECTOR's relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado. No such action may be filed unless the plaintiff has first provided InterNACHI with 30 days' written notice of the nature of the claim. In any action against INSPECTOR and/or InterNACHI, CLIENT waives trial by jury.

**8.** If any court declares any provision of this Agreement invalid, 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 shall be enforceable against any party unless it 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.** Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection if CLIENT is present during inspection. If CLIENT will not be present during inspection, all fees must be paid in advance. 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.

**10.** If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.

**11.** This Agreement is not transferable or assignable.

12. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

### **OUTSIDE THE SCOPE OF THE INSPECTION**

(This is not all inclusive)

Unless otherwise stated above or listed in the report, EXCLUDED ARE: latent and concealed defects and deficiencies, including all concealed or inaccessible areas due to cover by: soil, walls, wall coverings, floors, floor coverings, ceilings, furniture, personal property, and/or any other barriers whether permanent or movable; inspection for: termites or other wood destroying insects or organisms and their possible related concealed damage; presence of or danger from potentially harmful biological and environmental substances including: toxic or flammable chemicals, electromagnetic radiation, asbestos, lead-based paint, radon, mold, mildew, bacteria, urea formaldehyde, or any other gases or conditions of air or water quality; private water supply or sewage systems; water softener and purifier systems; sprinkler systems, underground piping and any related storage or mechanical devices; saunas, steam baths, and their related fixtures and equipment; solar heating systems; low voltage, audio/visual, and alarm systems; furnace heat exchangers; adequacy, efficiency, or prediction of life expectancy of any system or component; property value or appraisal; repair cost estimates; detached buildings; pools and spas; and any other area or item not specifically listed or described within the report. Inspection is not technically exhaustive and excludes destructive testing or dismantling. THIS REPORT IS NOT A COMPLIANCE INSPECTION OR CERTIFICATION FOR PAST OR PRESENT GOVERNMENTAL CODES OR REGULATIONS OF ANY KIND. CLIENT agrees that COMPANY assumes no responsibility for any item or condition which is considered outside the scope of this inspection.

### **TERMITE, RADON, & SEWER INSPECTIONS**

INSPECTOR may recommend to the CLIENT or have present during an inspection if CLIENT chooses, a 3<sup>rd</sup> party inspection company. CLIENT agrees that INSPECTOR is not warranting any 3<sup>rd</sup> party inspection and makes no representations regarding the effectiveness of the same. Any potential liability for a 3<sup>rd</sup> party inspections is disclaimed by INSPECTOR. CLIENT is advised to seek the professional expertise of a licensed 3<sup>rd</sup> party inspector. If CLIENT contracts with any 3<sup>rd</sup> party inspector, INSPECTOR is not a party to that contract.

### **DISCLAIMER OF WARRANTY AND CONFLICT OF INTEREST**

It is understood and agreed that INSPECTOR is not an insurer and report is not a substitute for a Seller's real estate disclosure. Report is not a guarantee or warranty as to the adequacy, performance, or continued operation of its structure, components, or systems. CLIENT acknowledges that INSPECTOR has not offered or delivered to CLIENT a commission, referral fee, or kickback, and the inspection report fee is not contingent upon the report conclusions or closing of the real estate transaction.

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Client Name

Signature

Date

*Joshua Franklin* 6/30/2020

Inspector