

1. This is an Agreement between you, the undersigned Client, and us, the Inspector, (Marty Gardens' Homes LLC DBA RenoTahoe Home Inspector) pertaining to our inspection of the Property at: \_\_\_\_\_ The terms below govern this Agreement.
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 [www.nachi.org/sop](http://www.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.
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.
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 [www.nachi.org/buy](http://www.nachi.org/buy).

### **Pre-inspection Preparation Agreement:**

- Please ensure power, water and gas are active at property to be inspected, prior to inspection appointment time.
- During winter months and/or colder weather, please set operable HVAC heating appliance to 68 degrees 24 hours prior to inspection.
- Personal property will not be moved in order to access items requiring inspection. Please ensure any personal property is removed from blocking access to crawl spaces, attics, electrical panels, HVAC systems, water heaters, under sink areas, and any other items that may be subject to inspection. Personal property is considered anything not permanently attached to the property, such as furniture, clothing, picture frames, collectibles, sporting equipment, etc.
- Please ensure there are no items that may subject to damage in, or around, microwaves, ovens, stove tops, ranges, dishwashers, trash compactors, garbage disposals during routine operation.
- Have all curtains, drapes and or blinds etc. in the open position so all windows can be inspected. Inspector will not open blinds, curtains or drapes.
- Notify inspector of any known defects prior to inspection, that may cause further damage to property during operation of an item. Items such as, but not limited to water leaks, faulty wiring, defective appliances, gas leaks, faulty garage doors, etc. If possible/ applicable, provide inspector a copy of completed Seller's Real Property Disclosure Form (SRPD; form 547) for the safety of the property, the inspector, as well as any other parties who may be present during time of inspection.
- 24-hour notice is required for any appointment cancellation or change. Any cancellation or appointment change with less than 24 hours to inspection time, may be charged up to the original inspection price agreement.
- Any items listed above that requires a re-inspection, due to non-compliance of this agreement, may be subject to a minimum re-inspect fee of \$150.
- Client and/or licensed real estate salesperson/agent must be present during time of inspection. Please bring notepad and pen. Hold any questions regarding inspection items until the end of the inspection. An abbreviated verbal summary of the inspection may be provided at the end of inspection, prior to receiving written formal inspection findings.
- Please have all pets secured prior to and during inspection to prevent any altercation or escape.
- Have heaters for heated pools and spas on and up to temperature at a minimum of 4 hours prior to inspection time.

### **Items Not Subject to Inspection:**

Inspection is limited to accessible visibility. Therefore, plumbing, electrical, other components, defects and deficiencies inside walls, under concrete slab etc. cannot be reported on or detected.

Weather: Weather is a limiting factor. Air Conditioning systems, if present, cannot be tested if temperature at time of inspection is under 60 degrees Fahrenheit. Heating systems will not be tested if temperature at time of inspection is above 80 degrees Fahrenheit. Snow and rain may limit inspection of roof. Snow cover will limit visibility of the roofing structure and not provide signs of wear or damage. Marty Gardens' Homes does not walk on roofing structures. All inspections are made visually from a ladder. Rain will cause a safety hazard while operating a ladder. In the event of rain during an inspection, all roofing inspections will be made as best as possible from ground location. Rain and snow are also safety hazards while inspecting any outdoor electrical systems or components. If raining or snowing at time of inspection, the outdoor electrical systems or components may not be inspected.

The items below are considered outside of the scope of a home inspector:

Landscaping irrigation systems are not inspected. If system is in operation during time of inspection, inspector may comment on any deficiencies that are present.

Water conditioning systems are not inspected. Will only comment if such a system is present. Recommend having qualified contractor to inspect/ test system.

Fire sprinkler systems are not inspected. Will only comment if such a system is present. Recommend having qualified contractor to inspect/ test system.

Alarm Systems are not inspected. Will only comment if such a system is present. Recommend having qualified contractor to inspect/ test system.

Intercom, communication systems, built in home theatre systems, speakers and components are not inspected. Will only comment if such a system is present.

Solar energy panels and components are not inspected. Will only comment if such a system is present. Recommend having qualified contractor to inspect/ test system.

Presence of smoke alarms and carbon monoxide detectors will be reported on; however, they will not be functionally tested.

Private water or private sewage systems. Will only comment if such a system is present. Recommend having qualified contractor to inspect/ test system.

Saunas, steam baths, fixtures or equipment. Will only comment if such a system is present. Recommend having qualified contractor to inspect/ test system.

Radio controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls.

Any personal property.

Prediction of life expectancy of any item.

Geological stability or soil condition.

Structural stability or engineering analysis.

MARTY GARDENS' HOMES LLC.

Termites, pests, or other wood destroying organisms.

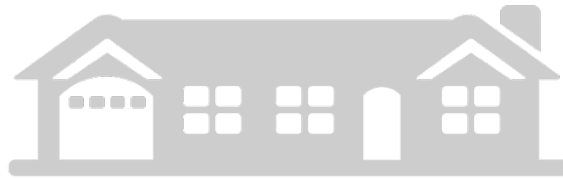
Asbestos, radon formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards.

Building value appraisal or cost estimates.

**Thermal Imaging**

Thermal images added to reports or used during inspections are an additional guidance feature only. Marty Gardens’ Homes LLC or any of its sub-companies do not claim to be experts in thermal imagery. The images are only used in hopes to gather additional information to draw possible or plausible conclusions or analyses during an inspection. The use of thermal imagery does not take away from or revoke that the inspection is a visual inspection only. Any repairs, alterations, modifications or demolitions based on thermal imagery information is at the discretion of the home owner, future home owner, tenant, or contractor.

I HAVE CAREFULLY READ THIS AGREEMENT AND ACKNOWLEDGE RECEIVING A COPY.



# RenoTahoe Home Inspector

WHERE YOUR INSPECTION ADVENTURE BEGINS

\_\_\_\_\_  
CLIENT (Date)

\_\_\_\_\_  
CLIENT (Date)

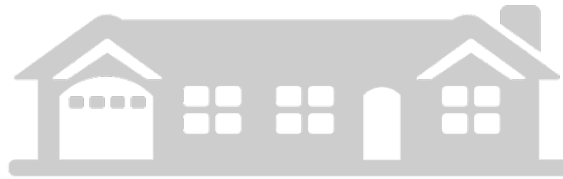
If you are not satisfied with the written report, we offer a limited 14-day refund policy. Refund will be subject to merit of claim. Refunds will not be granted past 14 days of receiving written report. Please contact Marty Gardens’ Homes for any further inquiry regarding the refund policy.

Payment Form

Please select one desired payment:

- Cash/ Check (must be paid in advance of inspection for discounted rate); Inspection Fee:
- Credit Card, PayPal, Venmo, Inspection Fee:
- Escrow; Inspection Fee:

Client email address: \_\_\_\_\_



For credit card payments: Circle one: VISA, Mastercard, AMEX, Discover Card # \_\_\_\_\_  
(An invoice can also be sent via Square and your information can be entered there)

Exp Date MM/YY \_\_\_\_\_ CVV (3 or 4-digit code) \_\_\_\_\_ Billing Zip Code \_\_\_\_\_

# RenoTahoe Home Inspector

For Escrow: Escrow# \_\_\_\_\_ Title Officer \_\_\_\_\_ Title Officer Email \_\_\_\_\_

WHERE YOUR INSPECTION ADVENTURE BEGINS

\_\_\_\_\_  
CLIENT (Date)

\_\_\_\_\_  
CLIENT (Date)