Long Trail Inspections LLC

CLIENT

(Date)

RESIDENTIAL PROPERTY INSPECTION AGREEMENT THIS IS A LEGALLY BINDING CONTRACT. CONSULTATION WITH AN ATTORNEY OR OTHER PROFESSIONAL MAY BE APPROPRIATE. THIS AGREEMENT ALSO CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING! The Real Property Address: _ Date: Time: This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the Property at: _, this _____ day of ___ _, year 20__, by and between Long Trail Inspections LLC (hereinafter "Inspector") and the undersigned ("Client"), collectively referred to herein as "the parties" or "customer". The undersigned Client hereby requests a Residential Property Inspection of the primary residence and all appurtenant structures at the above address, to be conducted by the above inspection company (herein referred to as the Inspector), for the Client's sole use and benefit. Client agrees to carefully read the entire Agreement and Inspection Report as they receive them and promptly call the Inspector with any questions Client may have. To the extent any information discussed in any said oral communications are important to Client, such discussions shall be incorporated into this Agreement in writing and signed by each of the parties or such discussions shall be superceded by the Inspection Report. Client warrants that all necessary approvals have been secured for Inspector's safe entrance onto the subject property. The terms below govern this Agreement. _, payable [in full \$ ___ 1. The fee for our inspection is \$] at a time [before] 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 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. 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 the INSPECTOR and it's agents of any and all obligations or liability of any kind. 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. STATUTE OF LIMITATIONS: THE PARTIES AGREE THAT NO LEGAL ACTION OR PROCEEDING OF ANY KIND, INCLUDING THOSE SOUNDING IN TORT OR CONTRACTS MAY BE COMMENCED AGAINST THE INSPECTOR OR THE INSPECTION COMPANY, OR ITS OFFICERS, AGENTS OR EMPLOYEES MORE THAN ONE YEAR AFTER THE DATE OF THE SUBJECT RESIDENTIAL PROPERTY INSPECTION. TIME IS EXPRESSLY OF THE ESSENCE HEREIN. CLIENT(S) UNDERSTAND(S) THAT THIS TIME PERIOD MAY BE SHORTER THAN OTHERWISE 17. This Residential Property Inspection is limited to a visual examination of the structures, components, features, systems or items that are normally exposed and readily accessible during the time of the Residential Property Inspection. The Residential Property Inspection does not contemplate or involve the dismantling, removal or moving of any object or portion of the premises. Although Infrared Thermal Imaging Cameras are used in the inspection, it does NOT guarantee 100% accuracy, and unless removal or destruction of components can be accomplished there is no true way of determining active or passive water intrusion, leaks, or damage. Customer acknowledges that he/she/they have read and understood all the terms, conditions and limitations of this Agreement. The Customer agrees to be bound thereby, and in consideration for the services provided by Inspector, the Customer agrees to pay the Property Inspection Fee listed above. Customer specifically acknowledges and agrees to the mediation, arbitration, waiver of jury trial, waiver of consequential and punitive damages, and liquidated damages provisions hereof.

INSPECTOR

(Date)