



INSPECTION AGREEMENT
(legally binding contract – please read carefully)

THIS AGREEMENT is made and entered into by and between “Equity Home Inspections LLC”, referred to as “Inspector”, and _____, referred to as “Client”.

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. CONTRACT PRICE AND PROPERTY INSPECTED:

- A. The “Property” inspected under this Agreement is made up of the residence and garage or carport, if applicable, located at _____.
- B. The client will pay the sum of \$_____ for the inspection of the Property.

2. REPRESENTATIONS OF CLIENT:

- A. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.

3. SCOPE OF INSPECTION AND PERFORMANCE STANDARDS:

- A. The Inspector will perform a visual inspection of the Property and prepare a written or computerized report of the condition of readily accessible installed systems and components of the property existing at the time of the inspection.
- B. The parties agree that the “Standards of Practice” (the “Standards”) shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. A copy of the Standards is available upon request. If the state where the inspection is performed imposes more stringent standards or administrative rule, then those state standards shall define the standard of duty and the conditions, limitations and exclusions of the inspection.
- C. Destructive testing, dismantling, moving storage or furnishings is not performed during the inspection.
- D. Latent and concealed defects and deficiencies are excluded from the inspection.
- E. Systems, items, and conditions which are not within the scope of the building inspections include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, mold, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; heating systems accessories; solar heating systems; heat exchangers; sprinkling systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae, lightning arrestors, trees or plants; governing codes, ordinances, statutes and covenants and manufacturer specifications, HOA covered items, recalls, EIFS. Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.
- F. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.
- G. This inspection does not determine whether the property is insurable.
- H. In some cases, Client may opt to include systems normally excluded from inspection. Systems normally excluded that are included in the inspection for this Agreement are as follows:
_____. CLIENT INITIAL _____.

4. LIMITATIONS OF LIABILITY AND DISCLAIMER OF WARRANTY:

- A. The parties understand and agree that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any reported or unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature.
- B. The parties agree and understand that the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.

5. CLAIMS AGAINST INSPECTOR, RECOVERY LIMITED TO CONTRACT PRICE FOR PROPERTY AT ISSUE:

- A. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that Inspector is liable only if there has been a complete failure to follow the Standards or that imposed by State law, where applicable.
- B. If repairs or replacement(s) are done without giving the Inspector the required notice, the Inspector will have no liability to the Client.
- C. Client agrees that Inspector's liability on any claim under this Agreement is limited to the cost of the inspection for the property at issue. It is expressly clear to parties at the time of signing this Agreement that under no claim or cause of action shall Client be entitled to recover an amount greater than the cost of the inspection for the property at issue, subject to court-ordered fees and costs.
- D. In the event legal action is taken under this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, if any, in addition to court costs and other fees.

6. LIMITATION ON ACTIONS: Any legal action related to or arising from this Agreement must be brought within one (1) year from the date of the inspection, or will be deemed waived and forever barred.

7. INDEMNIFICATION; USE OF AND ACCESS TO THE INSPECTION AND REPORT: The Inspection and report are or will be performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to the Agreement. In the event that any person, not a party of this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all claims, suits, demands, damages, expenses, costs and attorney fees arising from such a claim.

8. MISCELLANEOUS PROVISIONS:

- A. This Agreement represents the entire agreement between the parties and any other agreements between the parties, whether prior or contemporaneous, written or oral, are hereby revoked, void and of no further effect.
- B. This Agreement shall be amended only by written agreement signed by both parties.
- C. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
- D. If any provision or term of this Agreement is deemed to be unenforceable, such determination shall not affect the validity of the remaining portions or provisions of the Agreement.

Client has read this entire Agreement and voluntarily accepts and understands this Agreement as hereby acknowledged. If no state regulations apply, the report adheres to the NAHI Standards, which is available upon request.

Signature: _____ Date: _____

Signature: _____ Date: _____

Current Address: _____ Client Present: Y N

Client's Email Address: _____

Agent present: Y N Agent's Name: _____

Client agrees to release reports to client's REALTOR® Yes _____ No _____

Inspector's Signature _____ Date: _____ Inspection# _____

Certification: AHIT Certified Home Inspector Report Delivery: _____

Please note: If obtaining the inspection report via web, the web address is CaSe sensitive. www.equityinspections.com/