

The address of the property is: \_\_\_\_\_.  
Fee for the Home Energy Inspection is \$\_\_\_\_\_. INSPECTOR acknowledges receiving a deposit of \$\_\_\_\_\_ from CLIENT.

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (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. In order to provide a report, INSPECTOR conducts a brief walk-through of the home, collects approximately 40 pieces of data related to energy, and uses an energy calculator to: (i) estimate the energy use of a specific home/building, (ii) identify strategies to improve energy efficiency, and (iii) develop recommendations for energy improvements. The report contains information about the efficiency of major systems in the home and recommendations for energy upgrades. The recommendations, energy costs, and energy savings are general estimates based on national installation cost averages for specific energy improvement and state average utility costs. The report only considers the home/building's fixed attributes and applies standard assumptions about occupants' behavior.
2. CLIENT is encouraged to follow up with a more extensive energy audit. A more comprehensive energy audit will: provide a full work scope; include more specific and prioritized energy improvements, with much more accurate estimates of energy savings and costs; factor in the behavior of occupants; and test the home/building's health, safety and durability.
3. 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.
4. If any court declares any provision of this Agreement invalid, the remaining provisions will remain in effect. Any invalid provision shall be revised for the benefit of INSPECTOR to the maximum extent allowed by law. 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.
5. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any.
6. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice for Performing a Home Energy Inspection of the International Association of Certified Home Inspectors ("InterNACHI") posted at <https://www.nachi.org/sop-home-energy-inspection.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.

7. 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.

8. CLIENT agrees to consult with qualified contractors prior to taking any action based upon the information presented in the report. CLIENT understands the report was produced by the energy calculator (<http://hespro.lbl.gov/pro/>) developed by the United States Department of Energy in collaboration with Lawrence Berkeley National Laboratory. The report contains text, data, graphics, names, logos, information, estimates, savings, and costs and is for information purposes only and is not intended to constitute a recommendation to invest, spend money or take action based upon the results of the report.

9. INSPECTOR's liability arising for any damages allegedly arising out of any aspect of the inspection service and report shall be limited to the fee paid for the inspection. CLIENT voluntarily waives any claim for consequential, exemplary or incidental damages to the fullest extent allowed by law.

10. The scope of the inspection is limited to the readily accessible areas of the property and is based on the condition of the property at the precise time and date of the inspection and on the data collected. The inspection will be a non-invasive and non-destructive examination of the visible, safely and readily accessible portions of the interior and/or exterior of the structure. **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.**

11. **HOLD HARMLESS AGREEMENT:** CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.

12. I agree that I may execute this agreement by fax or by an email or text agreeing to its terms. I understand that if I execute this agreement in that fashion, this agreement will be legally binding just as if I had signed an original paper document. I understand that the inspector is relying on this representation as proof that I agree to the terms of this agreement, and that I may not later deny the existence of a binding agreement.

Client \_\_\_\_\_ Date \_\_\_\_\_

Inspector \_\_\_\_\_ Date \_\_\_\_\_