

4-Point Inspection Contract

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our 4-point inspection of the Property at:

The terms below govern this Agreement and Contract.

1. You will pay us \$_____ for our 4-point inspection (inspection). You have paid us a deposit of \$_____.
2. We will perform a 4-point inspection of the property consistent with Florida insurance industry standards and provide you with a written report.
3. A 4-point inspection is a very limited, visual only inspection. It is not nearly as comprehensive as a residential home inspection and excludes, whether or not concealed, any item outside of a typical 4 Point inspection scope of work, soil conditions and asbestos.
4. Our inspection and report are for your use only. You give us permission to discuss observations with real estate agents, insurers, 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 and all 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 for any liability whatsoever, and agree to pay our costs and legal fees in defending any action naming us. Our report is not 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.
5. We assume no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. You agree that in all cases our liability shall be limited to liquidated damages in an amount not greater than 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 the liquidated damages are not a penalty, but that we intend them to (i) reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed upon fee.
6. 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.
7. If you believe you have a claim against us, it must be made within ninety (90) days. You agree to provide us with the following: (1) written notification of adverse conditions within five days of discovery; and (2) immediate access to the premises. Failure to comply with these conditions releases us from any and all liability.

8. You agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction 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 fees incurred in defending that claim. You agree that any legal action against InterNACHI itself, allegedly arising out of this Agreement or our membership in InterNACHI, must be brought only in the District Court of Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with 30 days' written notice of the nature of the claim. In any action against us or InterNACHI, you waive trial by jury.

9. 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 or promises other than those set forth herein. No statement or promise by us shall be binding unless reduced to writing and signed by the actual client, not an agent, and 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.

10. Payment of the inspection fee (less any deposit noted above) is due when we complete the inspection. You agree to pay all costs and attorney's fees incurred in collecting the fee(s) owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee(s).

11. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement and an additional fee(s).

12. You may not assign this Agreement.

13. If a court finds any term of this Agreement ambiguous or that it otherwise requires judicial interpretation, or declares any provision of this Agreement invalid, the remaining provisions remain in effect, and 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 agree that you have had the opportunity to consult qualified counsel before signing this Agreement.

14. 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.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

CLIENT

(Date)

CLIENT

(Date)