

Property address: *reportinfo.address1* *reportinfo.city* *reportinfo.state* Fee for inspection is *reportinfo.price* .THIS AGREEMENT made *reportinfo.date* by and between Summerlin Home Inspections LLC (hereinafter "INSPECTOR") and *client.fullname1* ("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 identifying the defects that INSPECTOR both observed and deemed material. 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. Be aware video and audio recordings are made during the inspection and any follow ups.
2. **INSPECTOR** agrees to perform the inspection in accordance with the current Standards of Practice of InterNACHI posted at <https://www.nachi.org/sop.htm> which contains limitations, exceptions and exclusions. INSPECTOR will NOT be testing for the presence of radon, mold or potential dangers arising from asbestos, lead paint, formaldehyde, soil contamination or other environmental hazards or violations. CLIENT understands that INSPECTOR will not test for compliance with applicable building codes
3. **The inspection and report** are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility 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 INSPECTOR (including employees and business entities) from any liability whatsoever. INSPECTOR'S inspection of the property and the 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. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. No determination of insurability will be made.
4. **LIMITATION OF LIABILITY:** INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to two (2x) times the fee paid to the INSPECTOR, and this liability shall be exclusive. At the CLIENT's option, a comprehensive inspection without limitation of liability is available. A comprehensive inspection includes a contractor, engineer and architect review of the property for a minimum fee of \$3,000.
_____ I request a Comprehensive Inspection (may take two weeks to arrange)
5. **INSPECTOR** does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place.
6. **In the event of a claim** against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.
7. **DISPUTE RESOLUTION:** Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this agreement, the scope of the services rendered by inspector, the Inspection Report provided to the CLIENT by INSPECTOR, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the INSPECTOR hereunder, shall be submitted to Small Claims Court. If the alleged damages exceed the jurisdictional limit for Small Claims Court, the dispute shall then be submitted to Binding Arbitration before Construction Dispute Resolution Services ("CDRS"). If CDRS is unavailable, then by Resolute Systems. Any Arbitration or Legal Action must be commenced within One (1) Year from the date of the inspection; INSPECTOR shall have no liability for any claims/actions commenced more than One (1) Year after the date of the inspection.
8. **ENFORCEMENT FEES AND COSTS:** Any party failing to follow the DISPUTE RESOLUTION process identified above, shall be liable for all fees and costs associated with compelling/enforcing compliance with the DISPUTE RESOLUTION process.
9. **SEVERABILITY:** If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.
10. If client requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.
11. This Agreement is not transferable or assignable. 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.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT

SUMMERLIN HOME INSPECTION _____ CLIENT OR REPRESENTATIVE _____