



# NACHI Home Inspection Agreement

## S A M P L E

The address of the property is:

Fee for the home inspection is \$

THIS AGREEMENT made this      day of February, 2009 by and between

John K Burton (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT").

### **The Parties Understand and Agree as follows:**

1. INSPECTOR GUARANTEES to perform a visual inspection of the home and to provide CLIENT with a written inspection 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.
2. INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>.
3. CLIENT understands that the inspection will be performed in accordance to the aforementioned Standards which contain certain limitations, exceptions, and exclusions.
4. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repair persons and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties.
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, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection.
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.
7. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, then the CLIENT will pay all legal costs, expenses and fees of INSPECTOR in defending said claims.
8. If any provision of this Agreement is declared invalid or unenforceable by any court, the remaining provisions will remain in effect. This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification 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 assigns. CLIENT shall have no cause of action against INSPECTOR after one year after from the date of the inspection.
9. Payment is due upon completion of the on-site inspection. The CLIENT will pay all legal and time expenses incurred in collecting due payments.

**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 inspection of the subject home.

THE ABOVE IS UNDERSTOOD AND AGREED TO, AND CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.



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FOR INSPECTOR

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CLIENT OR REPRESENTATIVE