



## TERMITE INSPECTION AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, \_\_\_\_\_ (hereinafter "CLIENT") and Haus & Home Inspections (hereinafter "INSPECTOR") agree as follows pertaining to the inspection of the Property located at \_\_\_\_\_. Client agrees that the terms of the Haus & Home Inspections Client Agreement are hereby incorporated by reference in this Termite Agreement.

1. You will pay us \$\_\_\_\_\_ for the inspection. Payment is due a time of appointment.
2. This Agreement is for an inspection only. We are not responsible for correcting or mitigating any WDO issues.
3. Our report is only supplementary to the seller's disclosure.
4. The report is for your use. You must grant us permission to discuss our observations with real estate agents, owners, repairpersons, and other interested parties. We are not liable for use or misinterpretation by third parties.
5. The inspection and report are not a guarantee or warranty, express or implied, regarding the future use, operability, habitability, or suitability of the property. We expressly disclaim all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, to the fullest extent allowed by law.
6. This Agreement is for a WDO inspection only. If you want us to perform any other type of inspection, you will need to sign a separate inspection agreement for that.
7. You agree that our liability (and that of our agents, employees, etc.) for claims arising out of this Agreement shall be limited to liquidated damages in an amount equal to 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 property. You acknowledge that the liquidated damages are not intended as a penalty but are intended to (i) reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) allocate risk among us, and (iii) enable us to perform the inspection at the stated fee.
8. If you believe you have a claim against us, you will supply us with the following within seven days of discovering your claim: (1) written notice of the claim in sufficient detail and with sufficient supporting documents that we can intelligently evaluate it, and (2) access to the premises. Failure to comply with these conditions is a bar to any claim or lawsuit, and releases us from any liability.
9. The exclusive venue for any action arising out of this Agreement shall be in the county where we have our principal place of business. In any such action, you waive trial by jury. In any such action, the court must award the prevailing party attorney's fees and costs. You understand that any legal action against InterNACHI® itself allegedly arising out of this Agreement or our relationship with InterNACHI® must be brought only in the District Court of Boulder County, Colorado. In any such action against InterNACHI®, you waive trial by jury and agree that the court must award the prevailing party attorney's fees and costs.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND FULLY ACKNOWLEDGE THE CONTENTS THEREIN.

\_\_\_\_\_  
Client Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Inspector Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Inspector Signature