Card Inspection Services, llc

Home Inspection Agreement

The address of the property is: {{ADDRESS}}  
Fee for the inspection is {{PRICE}}.  INSPECTOR acknowledges receiving a deposit of $0.00 from CLIENT. THIS AGREEMENT made this {{CURRENT\_DATE}}, by and between Card Inspection Services, llc (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 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. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI") posted at https://www.nachi.org/sop.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. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon - a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in a separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.

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. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

4. 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 the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

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. Any agreement for such additional inspections shall be in a separate writing.

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. 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.

8. If any court declares any provision of this Agreement invalid, the remaining provisions will remain in effect. 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.

9. 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. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

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.

12. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

Buy-Back Program Legal Terms

This is an important legal document.  Please read it carefully.

1.  InterNACHI’s "We'll Buy Your Home" Guarantee, also known as the Buy-Back Program ("Program"), is offered to home buyers of a primary residence and home sellers who hire a participating InterNACHI® Certified Professional Inspector® to perform their home inspection on a home in the U.S. or Canada.  Under the Program, if InterNACHI® determines that the inspector missed a covered item which is something he/she should have identified and reported, InterNACHI® will buy your home back, subject to these program terms and conditions.

The Program is subject to these legal terms:

1. The Program is valid up to 90 days after closing.  Eligible homebuyers must submit a written or electronic request for InterNACHI® to buy their home to InterNACHI® within 90 days of the closing.
2. The inspection must have been performed by a participating InterNACHI® Certified Professional Inspector (CPI)®.  (Not all InterNACHI® members participate or can participate.)
3. The participating InterNACHI® CPI's name must appear on his/her inspection report for the subject property.
4. The inspector must have registered the home with InterNACHI® within 30 days of performing the inspection (an exception applies when participating inspectors register homes in bulk) and before the homebuyer contacts InterNACHI® about an issue (no exceptions).
5. The Program is only available to homebuyers who have moved into the home and made it their primary residence (not available for "flips," rentals, company flop houses, vacant homes, second homes, etc.).
6. The home must be immediately listed for sale (for the same price that the home was purchased for) with a real estate agent licensed in the jurisdiction where the home is located, with a commission of no less than 6% split between the listing and buyer's brokers.  In some special cases, InterNACHI® will grant an exception to the commission requirement.  The listing has to be a real listing (not some unadvertised listing, in-house listing, or any atypical listing).
7. InterNACHI® will pay the homebuyer the purchase price of the home, as shown on the purchase contract when the homebuyer bought the home, less any credits received. InterNACHI® does not pay for the homebuyer's closing costs, real estate commissions, moving costs, or similar fees.
8. The homebuyer who then decides to sell their home to InterNACHI® must sign the assignable sales agreement first, before InterNACHI® signs.
9. The Program does not apply to homes with material defects not present at the time of the inspection. So, for example, if the home recently got swallowed by a sinkhole or hit by a meteorite, InterNACHI® will not buy it.
10. The Program does not apply to homes that had issues that the inspector was not required to inspect for, according to InterNACHI’s Residential Standards of Practice.  You should read the Standards at https://www.nachi.org/sop.htm  For example, InterNACHI® will not buy a home that had mold, structural issues, radon, asbestos, toxic (Chinese) drywall, wood-destroying organisms (termites), meth issues, a cesspool, or is located in a floodplain.
11. The Program does not apply to homes that had material defects or issues that were disclosed by the seller or that the inspector reported in the inspection report.  If the inspector caught it, he/she didn't actually "miss" it.
12. InterNACHI® will perform its own inspection(s) on the property.
13. InterNACHI® will hire an appraiser to appraise the property.  The property must appraise for no less than the sale price. InterNACHI® will not buy a home for more than it is worth or that has gone down in value.  The Guarantee is not intended to be used as a remedy for homebuyers who may realize that they overpaid for a home. (That would be a different guarantee perhaps called the "If You Overpaid for Your Home, We'll Buy It" Guarantee, and not the guarantee we currently offer.)
14. If the home is located within an HOA that requires HOA approval of the purchase or repair, InterNACHI’s obligations are contingent upon the HOA’s approval. Some HOAs do not approve sales to organizations or companies and don't approve repairs by anyone other than their own contractors, even though InterNACHI® is not going to occupy the home.  Some HOAs do not approve immediate leasing or subletting.  In such situations, this Program is not available.
15. The homebuyer has a duty to mitigate damage, including making any repairs reasonably appropriate to prevent more damage.
16. This Program is not available if the seller of the home failed to disclose a known issue.  InterNACHI® does not intend for this program to be a substitute for the homebuyer's right to bring an action against the seller for nondisclosure or concealment.
17. The Program does not apply to mobile homes or homes on leased land, such as mobile home parks.
18. The Program does not apply to homes where repairs or remodeling have begun, but not completed.
19. The Program does not apply where un-permitted work was performed.
20. The Program is only available after attempts to resolve with insurance, the Home Owner's Association, or home warranties have failed.
21. The Program does not apply to historic or landmarked homes.

2.  Duty of Cooperation. The homebuyer must provide InterNACHI® with the purchase contract, the inspector’s report, evidence showing that the inspector failed to report an issue that he/she should have found according to InterNACHI’s Residential Standards of Practice, and any other documents InterNACHI® reasonably requests.  And, of course, the home must be immediately listed for sale before InterNACHI® buys the home.

3. Acceptance of Payment Is a Release / Non-Disparagement.  The homebuyer’s acceptance of payment from InterNACHI® constitutes a full release of the inspector and InterNACHI® from any further liability in connection with the inspection and the Program.  This release will need to be signed.  The homebuyer also agrees not to disparage the inspector, the Program, or InterNACHI® during the process, prior to closing.

4. Venue / Waiver of Jury / Attorney’s Fees. The exclusive venue for any action arising out of the Program is Boulder, Colorado.  The parties waive trial by jury.  In any such legal action, you agree to pay InterNACHI's attorney's fees and costs if InterNACHI® prevails.  
  
  
Note: InterNACHI® insists on communicating solely by email (in only one email thread) so that everyone involved can be on the same page, literally. Read: https://www.nachi.org/email.htm. If you start separate email communications with InterNACHI®, you will delay the purchase of your home.  If you fail to include the real estate agent you are working with and your home inspector in the email thread, you will delay the purchase of your home.  If you start a new email thread to send us a document we requested, you will delay the purchase of your home.  Everyone and every document must remain in one single email thread in order for InterNACHI® to consider buying your home.  This is the email address you should use:  nick@internachi.org  
  
Also:  When InterNACHI® buys the home, we wire the money. The title company should provide InterNACHI® with the wiring instructions that include the amount to be wired on the same document as the wiring instructions at least five business days before closing.

  CLIENT OR CLIENT'S REPRESENTATIVE HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.