

InterNACHI® Short-Term Rental Inspection Agreement

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our performance of an inspection for a short-term rental of the home/unit at:

The terms below govern this Agreement.

1. The fee for our inspection is \$_____, payable [in full / in part at \$_____] at a time [before / after] the appointment.
2. We will perform a visual inspection of the home/unit to determine compliance with the short-term rental requirements of the City of _____. A copy of those requirements is attached as **Exhibit A**. We will provide you with a brief report stating our findings as to whether the home/unit complies. We will not perform a standard home inspection and will not inspect for any condition or defect other than those specifically identified in the attached short-term rental requirements. You understand that InterNACHI® is not a party to this Agreement, has no control over us, and does not employ or supervise us.
3. Our inspection and report are for your use only. 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 our employees, contractors, officers, owners, directors, and affiliates) from any liability whatsoever. If you or any person acting on your behalf provide the report to a potential tenant, guest, or other third party who then sues us or makes a claim against us, you agree to fully defend and indemnify us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability, or suitability of the home/unit or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law, including any warranty of habitability.
4. **LIMITATION ON LIABILITY AND DAMAGES.** In all cases, our liability is limited to liquidated damages in an amount not greater than 1.5 times 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 these limitations are necessary to enable us to perform our inspection for the agreed-upon fee, and that without these limitations, our fee would be much higher.
5. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from all potential liability.
6. You agree that the exclusive venue for any litigation arising out of this Agreement shall be 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 attorney's fees incurred in defending that claim. You agree that the exclusive venue for any legal action against InterNACHI® itself, allegedly arising out of this Agreement or our membership in InterNACHI®, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI® with 30 days' written notice of the nature of the claim, in sufficient detail and with sufficient supporting documents that InterNACHI® can evaluate it. In any action against us or InterNACHI®, you waive trial by jury.
7. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect, and the court shall revise the invalid provision for the benefit of the party intended to be protected to the maximum extent the law allows. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by 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.

8. Past-due fees for our inspection shall accrue interest at 18% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.
9. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.
10. You may not assign this Agreement.
11. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, 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 had the opportunity to consult qualified counsel before signing this.
12. 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.
13. **If you would like a large-print version of this Agreement before signing it, you may request one by emailing us.**

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

Client

Date