

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection for lead-based paint at the property at: _____ . The terms below govern this Agreement. Client is ☐ the owner of the Property ☐ a potential buyer of the Property.

1. You will pay us \$ _____ for our inspection. You have paid us a deposit of \$ _____.

2. We will perform a Risk Assessment or Visual Inspection at the above Property to determine if and where the Property has lead-based paint hazards. You may view the rules governing these procedures at <https://www.epa.gov/lead/lead-based-paint-activities-professionals#a>; 40 C.F.R. § 745.227.

☐ Risk Assessment: We will perform a risk assessment to locate the existence of deteriorated paint, assess the extent and causes of the deterioration and other potential lead-based paint hazards. Surfaces that have a distinct painting history, including those surfaces with visibly deteriorating paint, shall be tested for lead-based paint except for those surfaces which the inspector determines have been replaced after 1978 or do not contain lead-based paint. Dust wipe samples will be collected from areas where children will be most likely to come into contact with dust. The inspection will be performed by a certified risk assessor in accordance with methods and standards established either by the U.S. Environmental Protection Agency (EPA) or a State or Tribal program authorized by the EPA. We will provide you with a written report of our opinions.

☐ Visual Inspection: We will perform a visual inspection to determine if any deteriorated paint is present. Only deteriorated painted surfaces will be tested for lead-based paint and at least two dust wipe samples will be collected. The inspection will be performed by a certified inspector or risk assessor in accordance with methods and standards established either by the EPA or a State or Tribal program authorized by the EPA. We will provide you with a written report of our opinions.

☐ Plumbing System Assessment: If you have reason to believe that your potable water supply is contaminated by lead due to old or damaged pipes containing lead, we will take a water sample for professional laboratory testing and make referrals and/or recommendations based on those results.

3. You understand that InterNACHI® is not a party to this Agreement, has no control over us, and does not supervise us.

4. Our inspection and report are for your use only. You must give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for its 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 employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability agree to pay our costs and legal fees in defending any action naming 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/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

5. We assume no liability for any lead-based issues either current or arising in the future. You agree that in all cases, our liability shall be limited to liquidated damages in an amount not greater than 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 the liquidated damages are not a penalty, but that we intend them to (i) reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee. If you wish to eliminate this liquidated damages provision, we are willing to perform the service for an increased fee of \$ _____, payable in advance.

6. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of adverse conditions within seven days of discovery; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

7. You agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction 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 fees incurred in defending that claim. You agree that any legal action against InterNACHI® itself, allegedly arising out of this Agreement or our membership in InterNACHI®, must be brought only in the District Court of Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI® with 30 days' written notice of the nature of the claim. In any action against us or InterNACHI®, you waive trial by jury.

8. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. The court shall reform the invalid provision for the protection of the party intended to be protected to the extent the law allows. This Agreement represents our entire agreement; there are no terms or promises other than those set forth herein. 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.

9. Payment of the inspection fee (less any deposit noted above) is due _____. You agree to pay all costs and attorney's fees incurred in collecting the fee owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

10. If a court finds any term of this Agreement ambiguous or that it otherwise requires 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 Agreement.

11. 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.

12. 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)

OWNER'S ACKNOWLEDGEMENT AND RELEASE

Owner understands that lead paint testing may be somewhat destructive or intrusive in that the inspector may remove small areas of paint down to the sheetrock and send those samples to a lab. This may cause a small amount of damage by leaving marks where we took samples. In consideration of the Inspector's willingness to perform the inspection, the Owner releases the Inspector (and its employees, agents, etc.) from any liability in connection with any such damage and from any claims of any kind allegedly resulting from Inspector's testing.

Owner

DATE