**InterNACHI® Photo Agreement**

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our providing photographs to you of the Property at:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The terms below govern this Agreement.

1. The fee for our photos is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, payable within 15 days after we send you our invoice.

2. We will visit the Property and take photos in accordance with the Photo Protocol (Protocol) you provided to us, a copy of which is attached.

3. We will not inspect the Property in any manner, as our only obligation is to take the required photos in accordance with the Protocol, and then provide them to you. You understand that InterNACHI® is not a party to this Agreement, has no control over us, and does not employ or supervise us.

4. The photos we provide are for your use only. We are not responsible for their use or misinterpretation by third parties, and third parties who rely on the photos 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 photos to a third party who then sues you and/or us, you release us from any liability and agree to fully defend and indemnify us. The photos we provide 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. **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 this provision is not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to provide the photos for the agreed-upon fee.

6. 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 documentation that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

7. 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 of 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 documentation that InterNACHI® can evaluate it. 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. 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 on which we provide the photos.

9. Past-due fees for our photos shall accrue interest at 8% 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 fees owed to us.

10. 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.

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.

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

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CLIENT Date