

**DRAFT ONLY.**  
**PLEASE HIRE AN ATTORNEY TO PRODUCE**  
**YOUR INSPECTION AGREEMENT.**

**Home Energy Inspection Addendum to Inspection Contract**

This is an addendum to the Agreement regarding the inspection at:

\_\_\_\_\_.

Fee for the InterNACHI Home Energy Inspection is \$\_\_\_\_\_.

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between \_\_\_\_\_ (hereinafter "INSPECTOR")  
and the undersigned ("CLIENT"), collectively referred to herein as "the parties."

The Parties understand and voluntarily agree as follows:

In order to generate a Home Energy Inspection Report, INSPECTORS conducted a brief walk-through of the home and collected about 45 data points related to energy. INSPECTOR used an energy calculator developed by the International Association of Certified Home Inspectors in collaboration with Lawrence Berkeley National Laboratory and the U.S. Department of Energy to: (i) estimate the home's yearly energy usage, (ii) pinpoint potential energy inefficiencies, (iii) calculate a score based on these estimations, and (iv) develop recommendations for energy improvements. The Home Energy Inspection Report contains information about the efficiency of major systems in the home and recommendations for upgrades.

1. 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 <http://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.

3. Home Energy Inspection service does NOT include any inspections, examinations, testing or evaluations for harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to: mold, bio-aerosols, radon, lead, asbestos, non-biological airborne particulates, contaminants, petroleum products, petrochemicals, radioactive materials, electromagnetic radiation, plant, animal, or insect secretions or excretions. If INSPECTOR offers any information or opinions about any of the forgoing, this information shall be deemed to be informational only and supplied as a courtesy to the CLIENT and shall not be deemed to be an amendment to this addendum or the inspection agreement.

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 even if the CLIENT has been advised of the possibility of such damages. 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. The inspection will be limited in scope to the energy calculator used by INSPECTOR. The inspection will be a non-invasive and non-destructive examination of the visible, safely and readily accessible portions of the interior and/or exterior of the structure for the requirements in using the energy calculator. **NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES REGARDING FUTURE USE, HABITABILITY, OPERABILITY, SUITABILITY, OR MERCHANTABILITY WITH RESPECT TO THE SUBJECT PROPERTY ARE PROVIDED.**

6. CLIENT agrees to indemnify and hold harmless INSPECTOR, its agents, employees, and inspectors for the presence of any harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to those listed in this addendum as well as for any and all damages and liability for any mitigation, construction, or any other costs associated with the presence of any such hazards or substances or materials.

7. All of the other terms of the Agreement (Inspection Contract) are incorporated herein by reference. 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.

8. This Agreement is not transferable or assignable.

I have carefully read the foregoing and I understand, accept, and agree with all of the terms and conditions of this addendum.

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CLIENT

(Date)