

INTERNACHI BUY BACK PROGRAM
AUTHORIZATION and RELEASE

Property address: _____ (the property).

Inspector: _____ (the inspector).

This is an agreement (Agreement) between you and the International Association of Certified Home Inspectors (InterNACHI) pursuant to InterNACHI's Buy Back program (Program). Hummingbird Holding Company, LLC (Hummingbird), which is owned by InterNACHI, is also a party to this Agreement. Hummingbird will purchase the property from you for \$ _____. In return, you release the inspector and InterNACHI from any liability for any claims you may have (or may later discover) against the inspector and/or InterNACHI arising out of the inspection, your purchase of the property, and/or any related matters, whether known or unknown.

1. By releasing the inspector and InterNACHI you also release their subsidiaries, principals, affiliates, related entities, shareholders, officers, directors, managers, members, agents, employees, and their respective heirs, executors, administrators, successors and assigns.

2. You agree you had the opportunity to consult a lawyer before signing this Agreement.

3. This document contains the entire agreement between the parties with regard to this release. There are no other terms or promises that are not set forth in this Agreement.

4. If you bring an action in violation of this document and do not prevail, you must pay the attorney's fees and costs of the inspector and InterNACHI.

5. If a court finds any ambiguity in this Agreement, the Court shall construe it in favor of the inspector and InterNACHI.

6. The exclusive venue for any action arising out of this Agreement is the District Court for Boulder County, Colorado. You consent to the jurisdiction of that court in any such matter.

7. You authorize InterNACHI to use your name and image in its efforts to market the Program. If InterNACHI does this, you will receive no compensation.

8. You agree you will not make any statements of any kind to anyone else that tend to portray the inspector and/or InterNACHI in a negative light. You agree that if you violate this provision it would be difficult for the inspector or InterNACHI to quantify their actual damages, and you instead agree to pay liquidated damages to InterNACHI in an amount equal to the amount InterNACHI paid you for the property.

9. As additional consideration for your promises in paragraphs 7 and 8, InterNACHI agrees it will exercise reasonable diligence in assisting you in your relocation.

Seller's Signature (Date)

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