

## InterNACHI® Report Download Terms

By downloading our report on the property, you agree to these terms:

1. **Scope of Report.** InterNACHI® did not prepare the report. An InterNACHI® inspector prepared the report after a visual inspection of the home/building, and InterNACHI® is granting you access to the report in return for your payment of \$\_\_\_\_, which is far less than the cost of a typical home inspection. InterNACHI® retains ownership of the report. The report identifies defects (1) observed, and (2) deemed material. The report is only supplementary to the seller's disclosure. The inspector prepared the report in accordance with InterNACHI®'s Standards of Practice (SOP), posted at [www.nachi.org/sop](http://www.nachi.org/sop). This SOP contains limitations, exceptions, and exclusions. The report does not address any possible issues pertaining to mold, radon, asbestos, lead paint, soil contamination, wood-destroying organisms, or other environmental hazards or violations. The report does not determine compliance with applicable building codes. The report does not address issues that only a licensed professional or someone with an occupational license may address, e.g., engineering, architectural, plumbing, etc. The report is merely a snapshot in time. **InterNACHI® strongly recommends that you hire a qualified home inspector to prepare a new report if you decide to make an offer on the property.**

2. **No Guarantee or Warranty.** The report is not a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. InterNACHI® disclaims all warranties, express or implied, to the fullest extent allowed by law.

3. **No Reliance by Third Parties.** As stated above, InterNACHI® is selling you access to the report, but InterNACHI® owns the report. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us or any other person protected by these terms, you release us/them from any liability and agree to defend and indemnify us/them in defending any action naming us/them and paying any judgment against us/them.

4. **Dispute Notice Requirement.** 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 liability. You should email your notice to [legal@InterNACHI.org](mailto:legal@InterNACHI.org) or send it by certified mail to InterNACHI®; 1750 30<sup>th</sup> Street, Suite 301; Boulder, CO 80301.

5. **Venue / Attorney's Fees / Waiver of Jury Trial / Terms Applicable to Others.** If we are not able to resolve the dispute within 30 days after receipt of your notice, you agree that the exclusive venue for any litigation arising out of your downloading of the report shall be in Boulder County, Colorado. In any action, you waive trial by jury. These terms in this document also apply to the inspector who prepared the report, and any officers, employees, agents, or business partners of InterNACHI® or the inspector.

6. **Limitation on Damages.** InterNACHI® did not prepare the report. InterNACHI® is not liable for claims arising out of alleged deficiencies in the report. The nature of this transaction is that you are paying us to provide you with a report prepared by someone else. You have no contractual relationship with us or with the inspector for the inspection itself. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is 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 these liquidated damages are not a penalty, but that we intend them 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 report at the agreed price.

7. **Authority.** If you are downloading this report and intend that a spouse or someone else will also review it, you represent that you have their authority to agree to these terms.

8. **Modification.** These terms may not be modified, except in a writing signed by an InterNACHI® officer.