

## InterNACHI Membership Agreement

This is an Agreement between you (the inspector) and us (InterNACHI). We are a 501(c)(3) trade association representing the interests of more than 14,000 home inspectors. You want to join InterNACHI. In consideration of our willingness to approve your application if you qualify, you agree to these terms:

1. **Dues.** You authorize us to charge your credit card or bank account for membership dues and other sums you owe us, and to sign any required forms for us to do this. I understand InterNACHI may terminate my membership if I do not pay all sums owed when due. I understand InterNACHI will automatically renew my membership each charge and charge me for dues unless I notify InterNACHI in writing that I no longer wish to be a member at least 30 days prior to the expiration of my membership. If I elect not to renew, I may send my notice to InterNACHI, 1750 30<sup>th</sup> Street, Ste. 301, Boulder, CO 80301 or by email to [lisa@internachi.org](mailto:lisa@internachi.org).

2. **Code of Ethics.** You represent you have read our [Code of Ethics](#) and agree to abide by it while you are an InterNACHI member. I understand InterNACHI may terminate my membership if I violate the Code of Ethics.

3. **Standards of Practice.** You represent you have read our [Residential Standards of Practice](#) and [Commercial Standards of Practice](#), and you will perform all inspections in accordance with them, except where your jurisdiction requires a different standard.

4. **Legal Protection of InterNACHI / Duty to Include Language in Your Inspection Agreement.** To protect InterNACHI, it is important for your customers to know that InterNACHI does not supervise you. It is also important that you not put InterNACHI in a situation where your client sues InterNACHI in your state. Therefore, you agree to require each client to sign a written inspection agreement prior to performing your inspection. We encourage you to use InterNACHI's Plain English Agreement, subject to your lawyer's revisions, which you may download [here](#). No matter what agreement you use, you agree to include this language in your agreement:

“You understand that InterNACHI is not a party to this Agreement, has no control over us, and does not supervise us. 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 with sufficient supporting documentation that InterNACHI can intelligently evaluate it. In any action against InterNACHI, you waive trial by jury. In any such action, the court must award the prevailing party attorney's fees and costs.”

5. **No Guarantees or Warranties.** InterNACHI membership offers many benefits, including marketing your business and helping potential clients find you. However, InterNACHI

makes no representations that joining InterNACHI will increase your revenue or generate more clients.

6. **Disputes.** InterNACHI strives to improve each day. If you have a complaint or concern arising out of your InterNACHI membership, you will promptly email it to us at [fastreply@internachi.org](mailto:fastreply@internachi.org). Similarly, if you have feedback or suggestions on how InterNACHI can improve, please email those to us at [fastreply@internachi.org](mailto:fastreply@internachi.org). Feel free to contact us at [www.nachi.org/contact](http://www.nachi.org/contact).

7. **Mediation.** If you notify InterNACHI of a complaint and we are unable to resolve it, you agree to participate in non-binding mediation with us before filing any action. The mediation will take place in Boulder, Colorado, and each side will pay ½ the mediator's fees. The mediator will be Steve Clymer of Accord Dispute Resolution in Boulder. If he cannot serve, the mediator will be Steve Meyrich of Boulder.

8. **Venue / Waiver of Jury / Attorney's Fees.** The exclusive venue for any dispute arising out of your InterNACHI membership shall be in Boulder, Colorado, unless federal jurisdiction is mandatory, in which case the exclusive venue will be the U.S. District Court in Denver. In any such action, both parties waive trial by jury. In any such action, the court must award the prevailing party their actual attorney's fees and costs.

9. **Severability.** If a court invalidates any provision of this Agreement, the remaining provisions shall remain in effect

10. **Not Assignable.** You may not assign your membership in InterNACHI.

11. **Waiver.** Failure to invoke any right in this Agreement by either party shall not be a waiver of that right.

12. **Governing Law.** Colorado law governs this Agreement.

13. **Reading / Review of Counsel.** I have carefully read this Agreement. I had the opportunity to have qualified counsel review this Agreement before agreeing to it.

14. **Voluntary Agreement.** I enter into this Agreement voluntarily, free of any duress.

15. **Requirement of a Writing.** No alleged promise or representation of InterNACHI shall be binding unless reduced to writing and signed by an authorized officer of InterNACHI.

## Membership Requirement

An individual must join InterNACHI as a student member at <http://www.nachi.org/membership.htm> in order to:

- receive access to InterNACHI's online courses (free & online for members) <http://www.nachi.org/education.htm>;

- enroll in any certificate program (free & online for members) <http://www.nachi.org/catalog.htm#certificationprograms>; or
- enroll in the associate degree program (free & online for members) <http://www.nachi.org/catalog.htm#degreeprogram>.

A member must maintain their InterNACHI membership in order to enjoy unlimited access to the courses and programs. An individual may automatically renew their membership themselves at <http://www.nachi.org/selfrenewalsystem.htm>.

### **Entrance Requirements**

An individual is required to join InterNACHI as a member in order to enroll in an online course or any certificate or degree program. There are no prerequisite training courses for any online course, certificate program, or the degree program. There are admission requirements (<http://www.nachi.org/catalog.htm#admission>) in order to attain any degree-earning credits or complete any certificate or degree program, but there are no prerequisite training courses required.

InterNACHI does not discriminate based on race, sex, color, creed, age, religion, ethnic origin, national origin, or disability. Anyone 18 years of age or older may join InterNACHI as a member.

### **Graduation Requirements**

To receive an Associate Degree in Home Inspection from InterNACHI University, an individual must:

- be a member of InterNACHI;

- attain 60 SCH from InterNACHI, including the completion of the degree-specific education courses listed at <http://www.nachi.org/catalog.htm#degreeprogram> (<http://www.nachi.org/catalog.htm#degreeprogram>);
- correct any and all deficiencies in the member's record; and
- achieve an overall GPA of 2.677 (Letter Grade of B-).

## **Academic Calendar**

A student's academic term is simply the individual's membership term. For example, if an individual joins InterNACHI for one year, the student's academic term is one year. If the student does not complete the intended course or program within that term, the individual must renew their membership to extend the time they provide themselves to complete the course or program.

In order for an individual to begin an online course, certificate program, or degree program at InterNACHI University, the individual must join InterNACHI as a member of the trade organization. The start and end dates of the member's academic term is directly related to the date that the individual joined InterNACHI as a member. If an individual joins InterNACHI as a member for one year, the academic calendar starts on the day that the person joins InterNACHI and lasts for one year.

In order to complete a course or program after joining InterNACHI, the individual must maintain their continuous membership in InterNACHI. The individual may self-renew their membership (<http://www.nachi.org/selfrenewalsystem.htm>) in order to continue their education.

## **Continuous Enrollment**

All students are required to maintain continuous enrollment throughout their course and program. That means that the student must be a member in good standing of InterNACHI continuously throughout their academic term, while they are enrolled in an online course, certificate program or degree program. Any student who does not successfully complete a course or program during their academic term must re-apply for membership to InterNACHI.

## **Illness Policy**

InterNACHI's online courses are open to all students, can be taken from anywhere, at anytime, and can be taken again and again without limit.

## **Course Cancellation**

A member may, at any time, cancel enrollment in any course or program simply by canceling their membership in InterNACHI. The individual can visit <http://www.nachi.org/cancel.htm> to cancel their InterNACHI membership, and, thereby, cancel their enrollment in all online courses and degree and certificate programs offered by InterNACHI. No credit is provided to any student who does not successfully complete a course.

### **Course Retake**

An individual may enroll and retake a course at anytime by renewing their InterNACHI membership at <http://www.nachi.org/selfrenewalsystem.htm> to access the course.

### **Refund Policy**

There are no tuition refunds, because there is no tuition cost. A member may cancel their membership at anytime by visiting <http://www.nachi.org/cancel.htm>. There are no membership fee refunds either. Upon withdrawal or termination, the student will not be issued a Certificate of Completion for any incomplete course or program, and no Continuing Education credits will awarded.

### **Course Enrollment Cancellation**

Enrollment in a course may be cancelled by the student at any time by visiting <http://www.nachi.org/cancel.htm> to cancel the student's membership in InterNACHI.

### **Course Withdrawal**

A student can withdraw from a course at any time by visiting <http://www.nachi.org/cancel.htm> and canceling their membership in InterNACHI. A course withdrawal may be recorded as a "W" on the student's transcript.

The determination of a course withdrawal will be effective on the earliest of the following:

- the date the student cancels their membership in InterNACHI; or
- the last day of participating in an academic activity if the student allows their membership to expire.