



AGING-IN-PLACE AGREEMENT

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our Aging-in-Place Inspection of the Property at:_____.

The terms below govern this Agreement.

1. The fee for our inspection is \$ _____, payable [in full / in part at \$ _____] at a time [before / after] the appointment.
2. The purpose of an Aging-in-Place inspection is to identify ways in which a home or other housing unit might be modified so that an elderly or disabled person can live independently in it for as long as possible. We may recommend corrections and adaptations to the home to improve maneuverability, accessibility, and safety for such occupants. To accomplish this, we will perform a visual inspection of the home/unit and provide you with a written report identifying any concerns and/or recommendations we have relevant to the ability of an older or disabled person to reside there.
3. This is a limited inspection that will address ONLY Aging-in-Place issues. This is NOT a general home inspection. We will perform this inspection in accordance with the checklist of the International Association of Certified Home Inspectors ("InterNACHI"), which you may read here: <https://www.nachi.org/documents/aging-in-place-inspection-checklist.pdf>. You understand that InterNACHI is not a party to this Agreement, has no control over us, and does not employ or supervise us. This inspection covers nothing else.
4. Our inspection and report are for your use only. You must give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it 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 report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report 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. Nor will our report be a substitute for the advice of a medical doctor or other professional. The report is a snapshot in time; we cannot know how the house/unit may change in the future, nor can we know how a person's health may change. We disclaim all warranties, express or implied, to the fullest extent allowed by law.
5. We assume no liability for the cost of modification, repair, or replacement of unreported issues, 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 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 perform the inspection 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 documents 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 documents 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 of the inspection.

9. Past-due fees for your inspection 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 fee.

10. You may not assign this Agreement.

11. 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.

12. 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.

13. If you would like a large print version of this Agreement before signing it, you may request one by emailing us.

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

CLIENT PRINTED NAME: _____ DATE: _____

CLIENT SIGNATURE: _____