

Release and Hold-Harmless Agreement

(for turning on utilities)

This is an Agreement between the Releasor, whose signature appears below, and

_____ (“INSPECTOR”). Upon Releasor’s

own request, INSPECTOR shall have permission to turn on the utilities (electrical, plumbing, light pilots, etc.) INSIDE the real estate structure that is the subject of this Agreement for the purpose of providing a non-invasive inspection of the structure.

Arrangements should be made by Releasor to have all utilities turned ON by the respective utility companies prior to the physical inspection. In order to have

INSPECTOR complete an inspection of the structure, Releasor agrees and understands

that S/HE VOLUNTARILY AND WILLINGLY ASSUMES THE RISK OF

PERSONAL INJURY AND LOSS OF PROPERTY THAT MAY OCCUR AS A

RESULT OF THE INSPECTOR TURNING ON THE UTILITES INSIDE THE HOUSE

FOR A NON-INVASIVE INSPECTION.

Releasor agrees to indemnify, defend and hold harmless the INSPECTOR, his agents,

employees, affiliates, successors and assigns from and against any and all losses,

liabilities, damages, claims, fines, causes-of-action deficiencies, costs and expenses

(including reasonable attorneys’ fees and other litigation expenses) based upon, arising

out of, or otherwise related to INSPECTOR turning on the utilities inside the structure for

such inspection.

Releasor also agrees to release the INSPECTOR from any and all liabilities, damages,

claims, fines, causes of action, including, but not limited to, negligence, gross negligence,

deficiencies, costs and expenses based upon, arising out of, or otherwise related to the

INSPECTOR turning on the utilities inside the structure for such inspection. THE LAW of the state/province of _____ will govern the interpretation and In the event of a claim against INSPECTOR arising out of this Agreement, Releasor

agrees to supply INSPECTOR with the following: (1) written notification of the claim within 14 days of discovery; and (2) access to the premises. Failure to comply with the

above conditions is a bar to any action against INSPECTOR.

Releasor acknowledges that the liability of INSPECTOR for claims of damages, costs of

defense or suit, attorneys' fees and expenses, and payments arising out of or related to the

INSPECTOR's negligence or breach of any obligation under this Agreement shall be

limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and

this liability shall be exclusive. Releasor waives any claim for consequential, exemplary,

special or incidental damages.

IF EITHER PARTY institutes legal proceedings to enforce any provision of this

Agreement and INSPECTOR prevails, INSPECTOR will be entitled to recover (in addition to all other available damages and remedies) its costs and expenses incurred

therein, including, without limitation, its attorneys' fees. The exclusive venue for any such litigation will be in the county where INSPECTOR has his principal place of

business. The parties waive trial by jury. Releasor further understands that any legal

action against InterNACHI itself, allegedly arising out of this Agreement, or
INSPECTOR's relationship with InterNACHI, must be brought only in the District
Court

of Boulder County, Colorado. Releasor shall have no cause of action against
INSPECTOR or InterNACHI after one year from the date of the inspection.

Releasor expressly agrees that this Release is intended to be as broad and inclusive
as

permitted by the laws of the state/province of _____. If any provision or
portion of this Agreement is determined to be illegal or unenforceable in any
respect,

such determination will not affect the validity or enforceability of any other
provisions,

each of which will be deemed to be independent and severable.

If any court having jurisdiction declares any provision of this Agreement invalid or
unenforceable, the remaining provisions will remain in effect. This Agreement
represents the entire agreement between the parties. All prior communications are
merged into this Agreement, and there are no terms or conditions other than those
set

forth herein. No statement or promise of INSPECTOR or its agents shall be binding
unless reduced to writing and signed by INSPECTOR. No change or modification
shall

be enforceable against any party unless such change or modification is in writing
and

signed by the parties.

THIS AGREEMENT will be effective immediately upon execution. If the property
owner (or a Releasor acting on behalf of the owner) has signed a separate inspection

agreement, that agreement remains in full force and effect, except as modified herein.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have

read the foregoing Release and Hold-Harmless Agreement, unvoluntarily as my own free act and deed; no oral representations, statements, or

inducements, apart from the foregoing written agreement, have been made; I am at least

eighteen (18) years of age and fully competent; and I execute this Agreement for full,

adequate and complete consideration, fully intending to be bound by same.

If Releasor is not the owner of the subject property, the Releasor certifies that he has the

owner's written authority to execute this Agreement on behalf of the owner.

Releasor's Signature (Date)

Releasor's Printed Name

TITLE (circle one): Owner, Listing Agent, Seller's Agent,

Other (specify: _____)

Address of Propertyderstand it, and sign it