

Client(s): _____

Date of the inspection: _____ at _____ -

The address of the property is: _____.

Fee for the home inspection is \$_____. THIS AGREEMENT made this _____ day of _____, 20__, by and between

O.M.T. Inspections LLC (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of O.M.T. Inspections LLC. Although INSPECTOR agrees to follow O.M.T. Inspections, LLC. Standards of Practice, CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of Radon – a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations. By signing this agreement, the CLIENT acknowledges the receipt of the O.M.T. Inspections, LLC Standards of Practice document.
3. If the CLIENT hires INSPECTOR to perform a termite/wood destroying organism inspection (hereinafter termite inspection) the CLIENT understands that this service will be subcontracted to a third party. O.M.T. Inspections, LLC is not certified in the state of Kansas to preform termite inspection and will not be reporting on the presence of termites or any other wood destroying organisms in accordance with state laws where applicable. The third party will be fully certified in the state of Kansas to preform residential real estate transaction termite inspections. O.M.T. Inspections, LLC will assume no liability for the termite inspection of any kind such as but not limited to negligence or errors & omissions on the part of the termite inspection company. Any claims made must go directly to the termite inspection company which preformed the inspection on the above mentioned address.
4. If the CLIENT hires INSPECTOR to perform an independent chimney, pool/spa, or a video sewer line inspection, the CLIENT understands that these services will be subcontracted to a licensed (where applicable) third party. The INSPECTOR will report in accordance with O.M.T. Inspections, LLC standards of practice in regards to any fireplace and or chimney on the property. The INSPECTOR encourages a full chimney inspection and cleaning with any real estate transaction by a qualified professional chimney sweep in the event that one is not hired through the INSPECTOR. The INSPECTOR will not comment on or inspect any pool and/or spa on the property in the event that a pool or spa inspection is not ordered. O.M.T. Inspections, LLC will assume no liability for the chimney, sewer video, or pool/spa inspections of any kind, such as but not limited to negligence or errors & omissions on the part of the third party inspection companies. Any claims made must go directly to the inspection companies which preformed the inspections on the chimney and/or pool and spa at the above mentioned address.
5. If CLIENT hires INSPECTOR to perform a re-inspection of repairs, where the INSPECTOR provides a written report over repairs made to the property at a later date than the original inspection. The client will ensure that all repairs were made by a qualified and licensed contractor where applicable and

provide documentation to the INSPECTOR to that affect upon the hiring. INSPECTOR will not assume any liability for any repairs that were not made by a qualified and licensed contractor were applicable. The client must provide the INSPECTOR with written documentation on the repairs that need to be inspected upon hiring and the inspection is limited to those repairs. The re-inspection report is a snap shot in time and pertains to the date and time listed on the re-inspection report. All fees will be discussed upon the hiring of INSPECTOR and will be due at the time of the re-inspection of repairs. The fees discussed in this agreement do not include any re-inspection fees. Any re-inspection of repairs performed for the CLIENT on the above mentioned address prior to the date of closing is subject to this agreement in its entirety. INSPECTOR will perform any re-inspection to the same standards as the original inspection and adhere to the O.M.T. Inspections, LLC's Standards of Practice.

6. CLIENT understands that under the "We'll Buy Your Home Back" Program, InterNACHI purchases the home – not the INSPECTOR. INSPECTOR's role is limited to his/her participation in the "We'll Buy Your Home Back" Program, but InterNACHI purchases the home. CLIENT understands that INSPECTOR has no obligation to purchase the home under the "We'll Buy Your Home Back" Program, and CLIENT's sole remedy for any failure to purchase the home is against InterNACHI.
7. CLIENT understands that the INSPECTOR partners with Porch to provide additional services to the CLIENT after the inspection. This company will contact the CLIENT via email and phone. The CLIENT agrees to the following consent from Porch: "I consent to have my inspection company, Porch and my Home Assistant, and providers of products and services for my home to call or text me at the number I provide, including using automated, prerecorded or autodialed calls. I understand that my consent to marketing communications is not required to make a purchase." If the CLIENT wants to opt out of this program then they will have to do so in writing to the INSPECTOR prior to the completion of the home inspection.
8. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected pursuant to this Agreement, is a log home, log structure or similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs or similar defects that are not visible by an exterior visual inspection.
9. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to the original cost of the home inspection, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

10. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.
11. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind. All claims made must be submitted in writing no later than 1 calendar year from the original date of the inspection and in accordance with the above statement. Failure to do so will release INSPECTOR and its agents from any and all obligations or liability of any kind.
12. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT 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.
13. If any court 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 shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection. **CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.**
14. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon start of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.
15. The terms of cancellation of an appointment are this. Any and all cancellations made with less than a 24 hours notice will be charged a \$100.00 fee made payable at the time of the cancellation. If a rescheduled appointment is made with less than 24 hours notice a \$50.00 convenience fee will be added to the total price of the inspection fee due upon the start of the on-site inspection. If the inspector has arrived on-site and the inspection needs to be rescheduled, a \$100.00 trip fee will be charged due at the time of the reschedule.
16. This Agreement is not transferable or assignable.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

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CLIENT: _____ DATE: _____

O.M.T. INSPECTIONS, LLC REPRESENTATIVE:

_____ Date: _____