This is an Agreement (“Agreement”) between you, the property owner (“Owner, “You,” “Your”), and us, the Inspector (“Us,” “We,” “Our,” “Inspector”) pertaining to your construction project (“Project”) at the property described below (“Property”).  This Agreement refers to you and us collectively as “the parties.”  The parties agree as follows:

1. **Property**.  You own the Property.  The Property is commonly known as [address]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. **Project**.  The Project consists of (summarize the Project, e.g., new construction, remodel, etc.):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. **The Contractor**. You have hired [Contractor] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the general contractor for the project.

4. **Oversight**.  You want us to oversee the Contractor on the project.  Our oversight will consist of only the following services (“Services”):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

These are the only Services we will provide.  Any agreement for additional services must be in writing and signed by both parties.  We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located.

5. **Our Fee.**You will pay us for our Services as follows:

□  You will pay us $\_\_\_\_\_\_\_\_\_ per hour for our Services.  We may invoice you each time we perform Services under this Agreement.  You will pay us within ten days of the date of the invoice.  You have given us a deposit of $\_\_\_\_\_\_\_\_\_ to be applied against our fee.

□  You will pay us a flat fee of $\_\_\_\_\_\_\_\_\_ for our Services.  You have given us a deposit of $\_\_\_\_\_\_\_\_\_ to be applied against our fee.  You will pay the remainder within 10 days of our invoice. 

6. **Disclaimer of Warranties**.  We will exercise reasonable care in the performance of our Services, but we make no promises or warranties concerning the quality of your Contractor’s work.  We disclaim all warranties, express or implied, to the fullest extent the law allows.

7. **Limitation on Damages**.  You agree that, in all cases, our liability shall be 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 the liquidated damages are not a penalty, but that we intend them to: (i) reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to provide the Services for the agreed-upon fee.

8. **Claims Procedures**.  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, with sufficient supporting documentation that we may intelligently evaluate it; and (2) immediate access to the Property.  Failure to comply with these conditions releases us from all liability.

9. **Mediation**.  If we receive your claim and are unable to resolve it, you agree to participate in non-binding mediation with us, with each party to pay half the mediator’s fees.  If we cannot agree on a mediator, you agree that the president of the local bar association in the county where the Property is located may appoint the mediator, and both parties release that person from any liability for doing so.  You must participate in mediation before filing suit against us or any person acting on our behalf.

10. **Venue / Waiver of Jury / Attorney’s Fees**. You agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County where we have our principal place of business.  The parties waive trial by jury.  In any such action, the court shall award the prevailing party attorney’s fees and costs.  You understand that neither the International Association of Certified Home Inspectors (InterNACHI) nor the Certified Commercial Property Inspectors Association (CCPIA) supervises us and has no control over us.  If you nevertheless file suit against InterNACHI-CCPIA or any of its officers, directors, or employees, any such action must be brought only in the District Court of Boulder County, Colorado.  Before bringing any such action, you must provide InterNACHI-CCPIA with 30 days’ written notice of the nature of the claim, with sufficient supporting documentation that InterNACHI-CCPIA may intelligently evaluate it.  The waiver of jury and attorney’s provisions in this paragraph shall also apply in any such action.

11. **Invalidity**.  If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect.

12. **Entire Agreement**. This Agreement represents our entire agreement; there are no terms or promises other than those set forth in this Agreement.  No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers.

13. **Modification**.  Any modification of this Agreement must be in writing and signed by both parties.

14. **Binding on Successors**.  This Agreement is binding on the successors of the parties.

15. **Assignment**.  You may not assign this Agreement without our written consent.

16. **Ambiguity**.  If a court finds any term of this Agreement ambiguous, or that it otherwise requires 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 Agreement.

17. **Events Beyond Our Control.**We will not be liable for failing to perform any obligation under this Agreement if unforeseeable events beyond our control prevent performance.

18. **Authority**.  If there is more than one owner of the Property, you are signing on behalf of all of them, and you represent that you are authorized to do so.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
CLIENT (Date) CLIENT (Date)

Copyright © 2018 Certified Commercial Property Inspectors Association