

Wind Mitigation Inspection Agreement

This Agreement is between the CLIENT whose name appears below and John Doe to conduct a wind mitigation inspection at the Property at 122 Lyman St. Asheville NC 28806. The inspection will cover only the items listed on the Uniform Mitigation Verification Inspection form, which may be found at <https://www.nachi.org/documents2012/Wind%20Mit/OIR-B1-1802effo2012012.pdf>, and is not a full inspection and is not intended to inspect any component in the home except items for items on the form relating to stronger methods to resist wind load on the home in adverse conditions. PLEASE REVIEW THAT FORM BEFORE YOU SIGN THIS AGREEMENT SO YOU WILL KNOW THE LIMITED SCOPE OF THE INSPECTION. The purpose of this inspection is to determine if certain procedures have been performed on the home to help withstand adverse conditions. It is not an assurance that this home will be protected or whether it can withstand specific types of adverse conditions. This limited inspection may help you qualify for a reduced insurance rate, but is not a guarantee. By signing this Agreement you understand it is a limited inspection intended only to satisfy requirements of an insurance company. You also agree to the terms below. Any third parties who rely on the report in any way also agree to all provisions in this Agreement.

1. INSPECTORS inspection of the property and the 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. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law.
2. 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 and/or employees, for claims or damages, costs of defense or suit, attorneys fees and expenses arising out of or related to the INSPECTORS negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, 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.

3. 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.

4. 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.

5. 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 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 INSPECTORs relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado. No such action may be filed unless the Client has first provided InterNACHI with 30 days written notice of the nature of the claim. In any action against INSPECTOR and/or InterNACHI, CLIENT waives trial by jury.

6. If any court declares any provision of this Agreement invalid, 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 shall be enforceable against any party unless it 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.

7. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

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

CLIENT

DATE: Apr 12, 2023