

Release and Hold-Harmless Agreement
(for turning on utilities)

This is an Agreement between the Releasor, whose signature appears below, and Housecall Property Inspections (“INSPECTOR”). Upon Releasor’s own request and authorization, 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. Releasor represents that all prudent arrangements have been made by Releasor to have all utilities safely turned ON by the respective utility companies without incident prior to the physical inspection. In order to have INSPECTOR complete an inspection of the structure, Releasor agrees and understands that INSPECTOR is solely acting under the authorization and representations of Releasor and Releasor 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 UTILITIES 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, and causes of action, arising out of, or otherwise related to the INSPECTOR turning on the utilities inside the structure for such inspection, including, but not limited to, claims based on negligence, gross negligence, violation of any code, and/or violation of any statute.

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 a non released claim under this Agreement shall be collectively limited to the fee paid to the INSPECTOR by Releasor, and this liability shall be exclusive. Releasor waives any claim for consequential, exemplary, special, incidental, and/or punitive damages. 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.

THE LAW of the state of California will govern the interpretation and enforcement of this Agreement. Jurisdiction and venue shall exclusively lie with the California Superior Court located in San Diego County. 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. THIS TIME PERIOD MAYBE SHORTER THAN OTHERWISE PROVIDED BY LAW.

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.

Releasor expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California. If any provision or portion of this Agreement is determined to be illegal or unenforceable in any respect, such provision will be enforced to the maximum extent permissible so as to effect the intent of this Release and Hold-Harmless Agreement, and such determination will not affect the validity or enforceability of any other provisions, each of which will be deemed to be independent and severable.

THIS AGREEMENT will be effective immediately upon execution. If the property owner (or Releasor acting on behalf of the property owner) has signed a separate inspection agreement, that agreement remains in full force and effect, except as modified herein.

If Releasor is not the owner of the subject property, Releasor certifies that Releasor has the property owner's written authority to execute this Agreement on behalf of the property owner.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read this Release and Hold-Harmless Agreement and understand it, and sign it voluntarily as my own free act and deed. There are no oral representations, statements, or inducements, apart from the foregoing written agreement that 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 this Release and Hold-Harmless Agreement.

Releasor's Signature (Date)

Releasor's Printed Name

TITLE (circle one): Property Owner, Listing Agent, Seller's Agent, Other
(specify : _____)

Address of Property