

# Inspections Agreement with Entropy Concepts LLC

## Entropy Concepts LLC

[www.EntropyConcepts.Biz](http://www.EntropyConcepts.Biz), [EntropyConcepts@gmail.com](mailto:EntropyConcepts@gmail.com)

Office Voicemail, Outbound, Text: #505-750-1407

John Stanley's Cell: #505-907-8334

Termite and Dry Rot (WDO) License Number: 62927. EC NMPRC: #4697553

InterNACHI Certified Member # NACHI15110409

Client(s) is/are: \_\_\_\_\_

Info on file:

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between (hereinafter "INSPECTOR") and the undersigned ("CLIENT"), collectively referred to herein as "the parties." Regarding the property address listed above.

The Parties understand and voluntarily agree as follows:

1. The Client agrees that they had the opportunity to consult a lawyer before signing this document. It is understood and agreed that the Client has been authorized to place this order and are at least the age of majority. It is understood that the Client is of sound mind, and agrees that all information provided to the inspector by text, phone, in person and by email is true and correct to the best of their knowledge. The Client Agrees that their electronic signature, also referenced as your eSignature, and all copies of it have the same force and effect as your written signature. The email address supplied to the Inspector is acceptable to use to electronically collect your signature and sign any and all documents, even if it is not your own email address.



## Inspections Agreement with Entropy Concepts LLC

If no Client email address is provided then you give your Broker permission to sign on your behalf or send the requested docs back signed, via their electronic signature services or collect it in person and email it back via PDF version to Entropy Concepts LLC by email, to the email address listed above. This document, terms and conditions in the reports, and the terms and conditions in the order form or other Inspector documents, contain the entire agreement between us. There are no other terms or promises. If there is conflicting text this document shall prevail.

2. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written report via email to the email addresses provided 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.

The written report WILL INCLUDE the following but not limited by the quality and condition of major systems such as;

structural, electrical, plumbing, heating, air conditioning, roof, basement, hot water heater, appliances, general interior walls, ceilings, floors, windows, insulation, venting, attic, general exterior landscaping, gutters, concrete, driveway, drainage, chimney, foundation, walls, paint.

It is understood and agreed that this inspection is of readily accessible areas of the property and its improvements and is limited to visual observations of apparent conditions existing at the time of inspection only. Latent and concealed defects and deficiencies ARE EXCLUDED from the inspection: equipment, items and systems will NOT be dismantled. This is NOT a compliance inspection for past or present governmental codes or regulations of any kind. The inspection and report DO NOT ADDRESS, and are not intended to address the possible presence of or danger from any potential harmful substances and environmental hazards including but not limited to radon gas, lead based paint, asbestos urea formaldehyde, toxic or flammable chemicals, and water or airborne hazards. Also excluded are inspections of and reports on swimming pools, wells, septic systems, security system, central vacuum systems, water softeners, sprinklers systems, fire and safety equipment, and the absence or presence of rodents, termites and other insects.

It is NOT the responsibility of Inspector to turn on any or all utilities necessary to give a complete report. In the event that the utilities are not on at time of inspection, inspection will be completed without testing any fixtures needing a utility to function fully. In the event that only access to the exterior of the property is accessible at time of inspection, inspections will be completed with only the exterior inspected.

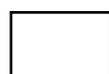


## Inspections Agreement with Entropy Concepts LLC

3. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI") posted at <http://www.nachi.org/sop.htm>. Although INSPECTOR agrees to follow InterNACHI's Standards of Practice, CLIENT understands that these standards contain limitations, exceptions, and exclusions. CLIENT understands that InterNACHI is not a party to this Agreement and has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. 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 or wood destroying organisms. Unless otherwise indicated in a 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.

4. The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss, at INSPECTORS' discretion, observations with real estate agents, owners, repairpersons, and other interested parties, on behalf of the CLIENT. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. INSPECTOR'S 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. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them. 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.

5. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future, or for any property damage, consequential damage, or bodily injury of any nature. The inspection and report are NOT intended to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance or condition of any inspected structure, item or system. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR'S negligence or breach



## Inspections Agreement with Entropy Concepts LLC

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 for the inspection(s), 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. 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.

6. 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.

7. 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.

8. 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, unless otherwise noted. 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 INSPECTOR's relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado. No such action may be filed unless the plaintiff 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.

9. 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. Emails and text from the



## Inspections Agreement with Entropy Concepts LLC

INSPECTOR do not constitute written agreements signed by all 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.

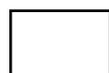
10. Payment of the fee to INSPECTOR (less any deposit noted above) is due no later than completion of the on-site inspection. Payment is due in full upon the ordering of the inspections and if not Cancelled or Rescheduled at least 48 hours before inspection time. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. Client Agrees to pay \$25 a day as a late fee with 1% interest as allowable by law. Cash, Certified Funds or Money Orders are acceptable forms of payment. 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. \$75 will be added for all NSF Checks.

11. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement. Re-inspections are that of items already inspected and not that of items not inspected due to lack of utilities, access, or otherwise.

12. This Agreement is not transferable or assignable.

13. 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.

14. TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT , as the RELEASOR, for good and valuable consideration received from , as the RELEASEE, the receipt and adequacy of which is hereby acknowledged, each hereby releases and discharges the RELEASEE, each of the RELEASEE'S subsidiaries and their respective principals, affiliates, related entities, shareholders, officers, directors, agents, employees and their respective heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR and the RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the



## Inspections Agreement with Entropy Concepts LLC

date of this RELEASE solely in connection with the home inspection services performed by arising out of that certain home inspection dated above.

15. Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

16. HOLD HARMLESS AGREEMENT: 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.

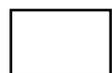
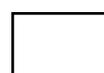
17. CLIENT understands that under the "We'll Buy Your Home Back" program, InterNACHI purchases the home, not the INSPECTOR. INSPECTOR's role is limited to his/her participation in the "We'll Buy Your Home Back" program, but InterNACHI purchases the home. CLIENT understands INSPECTOR has no obligation 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. Please also see the Certificate Addendum to see if you're eligible for coverage. Certificate Valid Only With INSPECTOR'S signature.

18. Entropy Concepts Reserves the rights to edit the reports up to five days after distribution. CLIENT, and Buyers Broker, has due diligence to bring to the attention of the INSPECTOR in the event anything appears to be is missing from the written report that was gone over at the inspection(s), within 24 hours of receiving the report(s).

19. Entropy Concepts LLC, IS NOT AN INSURER OF ANY INSPECTED CONDITIONS. If a third party fails to remit payment it is ultimately the responsibility of the Client to remit full payment to Inspector within seven days.

20. It is required that if the client can not be present for the inspection that they contact INSPECTOR within 24 hours of the inspection(s) to set a time to go over the report(s), within seven days of the inspections.

21. Inspectors do not determine concerns Inspector observes and documents conditions of property at time of inspection. Concerns are determined by the Client.



## Inspections Agreement with Entropy Concepts LLC

22. INSPECTOR makes, keeps, and uses an audio/video digital recording, by any means, including drones, the inspection(s) of the Property listed above to be performed for INSPECTORS use. This includes but is not limited to; 1. Inspector may use the recording for any lawful purpose, including, but not limited to, posting all or any part of it on their website, using it for advertising purposes, or using it for training purposes and the like. 2. Client understands that they will not receive any compensation now or in the future, and Client releases Inspector (including your employees, officers, agents, heirs and assigns) for any and all claims Client might otherwise have for allowing such recording. 4. Client is signing this on behalf of theirself and all others with an interest in the Property, and Client represents that they are authorized to do so. Client also understands that Video is always taken and Clients may or may not receive any part of the recording. Client understands that This document shall be binding on my heirs, successors and assigns.

23. Client agrees that you will not make any statements to anyone else that tend to portray the Inspector and/or InterNACHI in a negative light, or have or allow anyone else to do it for experiences on your behalf. You agree that if you violate this provision, it would be difficult for the Inspector to quantify their actual damages, and you instead agree to pay liquidated damages to INSPECTOR in an amount equal to the amount that the inspector feels they lost up to fifty thousand dollars per year. You also agree take down any written statements within 24 hours from everywhere and agree not to allow anyone to make negative statements on your behalf in any way shape or form. If words can not be removed for any period of time you agree to pay six hundred dollars a day until the negative comments are removed with 1% interest charged as allowable.

24. If any information is result of a typo, or inaccurate information supplied on the order form, Entropy Concepts reserves the right to apply the intended information, without updating signatures.

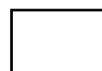
List of Services Provided:

Full Home Inspection with Buy Back Guarantee  
Termite and Dry Rot Inspection  
Trip fee

List of services offered:

Please view our website [www.EntorpyConcepts.Biz](http://www.EntorpyConcepts.Biz) for more info and services.

We do not offer home warranties. We do supply two choices of many options. Please make sure your Broker, Title Company, and Entropy Concepts knows of your choice.



# Inspections Agreement with Entropy Concepts LLC

List of Addendums made a part of this agreement:

Order Form,  
Invoice - Receipt,  
Buy Back Certificate,  
Termite and Dry Rot Inspection.

Eight pages in this agreement.

Clients or authorized Agents Signatures and date:

Seller's or authorized Agents Signature and date:

Entropy Concepts LLC authorized Agents Signature and date:

End