



2312 6<sup>th</sup> Street #3 Santa Monica, CA 90405

Phone: 310-775-2324 Westside Home Inspections .com

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

This is an Agreement between the Releasor, whose signature appears below, and \_\_\_\_\_ (“INSPECTOR”). Upon Releasor’s own request, 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. Arrangements should be made by Releasor to have all utilities turned ON by the respective utility companies prior to the physical inspection. In order to have INSPECTOR complete an inspection of the structure, Releasor agrees and understands that S/HE 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 UTILITES 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, causes of action, including, but not limited to, negligence, gross negligence, deficiencies, costs and expenses based upon, arising out of, or otherwise related to the INSPECTOR turning on the utilities inside the structure for such inspection.

THE LAW of the state/province of \_\_\_\_\_ will govern the interpretation and enforcement of this Agreement.

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.

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 the INSPECTOR’s negligence or breach of any obligation under this Agreement shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. Releasor waives any claim for consequential, exemplary, special or incidental damages.



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IF EITHER PARTY institutes legal proceedings to enforce any provision of this Agreement and INSPECTOR prevails, INSPECTOR will be entitled to recover (in addition to all other available damages and remedies) its costs and expenses incurred therein, including, without limitation, its attorneys' fees. The exclusive venue for any such litigation will be in the county where INSPECTOR has his principal place of business. 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.

Releasor expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the state/province of \_\_\_\_\_. If any provision or portion of this Agreement is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provisions, each of which will be deemed to be independent and severable.

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

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

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



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Releasor's Signature

(Date)

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Releasor's Printed Name

TITLE (circle one): Owner, Listing Agent, Seller's Agent,

Other (specify: \_\_\_\_\_)

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Address of Property