



TEL: (858) 531-7707 WEB: www.OasisProInspections.com E-MAIL: oasisproinspections@gmail.com

Pool And Spa Pre-Inspection Agreement

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of your swimming pool and/or spa at the following address: _____.

The terms below govern this Agreement.

1. You will pay us \$ _____ for our inspection.
2. We will inspect the pool and/or spa in accordance with the InterNACHI Pool and Spa Inspection Checklist. You understand that InterNACHI is not a party to this Agreement, has no control over us, and does not supervise us.
3. We will provide you with a written report summarizing our inspection. Our inspection and report are for your use only. You give us permission to discuss observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible 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 us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us for any liability agree to pay our costs and legal fees in defending any action naming us. Our report is in no way a guarantee or warranty, express or implied, regarding the pool. We disclaim all warranties, express or implied, to the fullest extent the law allows.
4. 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. 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 perform the inspection for the agreed upon fee.
5. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of the basis for your claim within seven days of discovery; and (2) immediate access to the pool. Failure to comply with these conditions releases us from liability.
6. 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. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and fees incurred in defending that claim. You agree that any legal action against InterNACHI itself, allegedly arising out of this Agreement or our

membership in InterNACHI, must be brought only in the District Court of Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with 30 days' written notice of the nature of the claim. In any action against us or InterNACHI, you waive trial by jury.

7. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms or promises other than those set forth herein. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and those that acquire their interests in this Agreement. You will have no cause of action against us after one year from the date of the inspection.

8. You will pay the inspection fee when we complete the inspection. You agree to pay all costs and attorney's fees incurred in collecting the fee owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

9. 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.

10. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

The undersigned acknowledges that they have read this Agreement, fully understand the Agreement, agree to be bound by the Agreement, including the terms, conditions and limitations described above, and have received a copy of this Agreement.

CLIENT OR CLIENT'S REPRESENTATIVE Signature: _____

CLIENT'S Name: _____ Date: _____

INSPECTOR'S Signature: _____

INSPECTOR'S Name: _____ Date: _____