



CONSULTATION AGREEMENT

This CONSULTATION AGREEMENT (hereinafter, "the Agreement") is entered into by and between INSIDE OUT BUILDING INSPECTION, INC., an S-corporation (DBA Inside Out Inspection Services) organized pursuant to the laws of the State of Washington ("IOBI") and {CLIENT_NAME} ("CLIENT").

A. CLIENT is considering the purchase of certain real property and improvements located at: {CLIENT_ADDRESS} (the "Property").

B. CLIENT desires that IOBI provide the following consultation services: Professional opinion of and current condition of the property listed above with a verbal condition report ONLY (the "Consultation Services").

C. IOBI desires to provide consultation services to CLIENT for the following contract price: \$275.00/hr

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing and other obligations set forth below the IOBI and CLIENT agree as follows:


- 1. Payment.** Payment of the Contract Price and any other sums owing hereunder is due to IOBI upon receipt of invoice. Interest of 1.0% per month shall be added to any accrued unpaid balance owing, whether liquidated or unliquidated, commencing 30 days after receipt of invoice.
- 2. Exclusions; No Warranty.** CLIENT and IOBI acknowledge and agree that the Consultation Services shall NOT constitute a home or building inspection as defined and regulated by RCW 18.280 et seq. The standards of practice for such a home or building inspection exceed the scope of this Agreement and shall not apply to the Consultation Services. The Consultation Services are agreed to be for information purposes only and IOBI makes NO REPRESENTATIONS OR WARRANTIES OF ANY SORT WHATSOEVER related to the Consultation Services. CLIENT is advised to obtain an inspection report prior to purchasing the Property.
- 3. Release, Discharge and Indemnify.** CLIENT on its own behalf, and on behalf of their respective successors and assigns hereby forever release and discharge IOBI and its past, present and future agents, officers, directors, shareholders, attorneys, servants, employees, representatives, assigns, insurers, heirs, beneficiaries and trustees, and all other persons, firms or entities liable or allegedly liable from any and all claims, actions, causes of action, demands, rights, damages, fees, costs, expenses and compensation whatsoever, whether derivative or direct, known or unknown, suspected or claimed, in any way relating to or arising out of the Consultation Services performed by IOBI at the Property. CLIENT further agrees to defend, indemnify and hold IOBI harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Consultation Services provided by IOBI to the fullest extent permitted by law, including without limitation any incidental or consequential damages, bodily injury, or property damage of any nature.
- 4. Disputes / Limitations / Misc.** If a lawsuit is filed to enforce this Agreement, MAR rules shall apply. The prevailing party shall be awarded its attorney fees and costs. Any liability of IOBI for the Consultation Services shall be limited to the Contract Price and the client agrees that the only remedy for errors and omissions shall be a full or partial refund. All claims and causes of action in any way arising out of this Agreement or in any way related to the Consultation Services are **waived and forever barred** unless filed in a court of competent jurisdiction within the earlier of 1 year from the invoice date for final payment or

termination of work. The parties agree that each had equal opportunity to draft and edit this Agreement; as a result, in the event of a dispute the fact finder shall not construe its terms against either party. Further, neither party shall rely on representations of any nature, oral or written, made prior to executing this Agreement, which is fully and completely integrated.

PRIVACY NOTIFICATION: In providing the property inspection and inspection report, information about the client, inspector, real estate professional, and property will be collected and input into HomeGauge inspection software and services, which the inspector uses to produce the inspection report. This information may include personally-identifiable information about the client, inspector and real estate professional. This information may subsequently be used by the provider of HomeGauge, as set out in the HomeGauge Privacy Policy found at <https://www.homegauge.com/privacy.html>. Inspectors may choose to use this information to market new or related products and services to clients.

By signing, IOBI and CLIENT represent they have reviewed the above and agree without reservation.

Inside Out Inspection Services

By: 
Reis Pearson WSHI License No. 359

Client Signature: _____

Date: