



HOMESPECT
Home Inspections
homespectinspections.com

James M. Willis
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OCCUPANT (LEGAL OWNER/SELLER/TENANT) WAIVER AND RELEASE

Homespect Inspections, LLC (“Homespect Inspections”) and legal owner and/or seller of tenant’s property at _____ (“Occupant”), enter into this agreement voluntarily. In consideration of Homespect Inspections performing an inspection at Occupant’s home on _____ (Date), Occupant agrees to be bound by the terms herein provided. Therefore, the undersigned Occupant(s) acknowledges and agrees to the following:

The undersigned Occupant(s) is the legal owner of the home, place of residence, or property to be inspected by Homespect Inspections, and they have legal authority to enter into this agreement. The Occupant(s) authorizes Homespect Inspections (and any agents thereof) to enter Occupant’s property to perform an inspection and radon testing (where applicable) of Occupant’s property.

The worldwide coronavirus (COVID-19) poses risks for individuals occupying or selling real property and individuals inspecting occupied property. Occupant understands that personal contact with others, including home inspectors, during the COVID-19 pandemic involves risks that could result in illness, permanent disability, or death.

Occupant acknowledges the foregoing risks associated with the requested inspection and radon testing (where applicable) and hereby releases, holds harmless, defends, and indemnifies Homespect Inspections, its agents, owners, representatives, employees, heirs, and assigns (“Agents”) from any claim, demand, loss, liability, damages, attorney’s fees and costs of any kind, including from injury or death, arising from (or allegedly arising from), related to, or resulting from Homespect Inspection’s inspection or radon testing of Occupant’s property, including whether any such claim, demand, loss, liability, damages, attorney’s fees and costs of any kind are alleged or claimed by Occupant, any invitee or licensee of Occupant, or any other resident or non-resident on Occupant’s property during or around Homespect Inspection’s inspection.

For the safety of all parties, Homespect Inspections requests that the Occupant, other residents, and non-residents not be present during the inspection, where possible, or that only the minimum number of individuals necessary to assist with the inspection be present during the inspection. Homespect Inspections further requests that any Occupant, resident, or non-resident keep a safe distance (minimum six feet where possible) from Homespect Inspections’ agents during the inspection. Failure to comply with these requests may result in



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Homespect Inspections terminating its inspection, whether or not such inspection is completed, without any penalty or breach by Homespect Inspections.

This Waiver and Release will be governed by and construed in accordance with the laws of the State of Michigan, and courts of the State of Michigan, Kalamazoo County, will have jurisdiction to settle any disputes arising out of this Waiver and Release. In any such legal action, the prevailing party is entitled to costs and attorney's fees.

The undersigned Occupant acknowledges, understands, and accepts the above terms.

Date	Printed Name	Signature	Occupant(s) (check applicable)
			<input type="checkbox"/> Owner <input type="checkbox"/> Seller <input type="checkbox"/> Tenant
			<input type="checkbox"/> Owner <input type="checkbox"/> Seller <input type="checkbox"/> Tenant
			<input type="checkbox"/> Owner <input type="checkbox"/> Seller <input type="checkbox"/> Tenant
			<input type="checkbox"/> Owner <input type="checkbox"/> Seller <input type="checkbox"/> Tenant
			<input type="checkbox"/> Owner <input type="checkbox"/> Seller <input type="checkbox"/> Tenant
			<input type="checkbox"/> Owner <input type="checkbox"/> Seller <input type="checkbox"/> Tenant

NA-Not Applicable