

Buy-Back Program Legal Terms

This is an important legal document. Please read it carefully.

1. InterNACHI's Buy-Back Program ("Program") is offered to homebuyers who hire a participating InterNACHI® member to perform their home inspection. Under the Program, if InterNACHI® determines that the inspector missed something that he/she should have identified and reported, InterNACHI® will buy your home back.

The Program is subject to these legal terms:

- A. The Program is valid up to 90 days after closing. Eligible homebuyers must submit a written or electronic request for InterNACHI® to buy their home to InterNACHI® within 90 days of the closing.
- B. The inspection must have been performed by a participating InterNACHI® member. (Not all InterNACHI® members participate.)
- C. The inspector must have registered the home with InterNACHI within 30 days of performing the inspection (an exception applies when participating inspectors register homes in bulk) and before the homebuyer contacts InterNACHI® about an issue (no exceptions).
- D. The Program is only available to homebuyers who have moved into the home (not available for "flips").
- E. InterNACHI® will pay the homebuyer the purchase price of the home, as shown on the purchase contract when the homebuyer bought the home. This does not include closing costs or similar fees.
- F. The Program does not apply to homes with material defects not present at the time of the inspection. So, for example, if the home recently got swallowed by a sinkhole or hit by a meteorite, InterNACHI® will not buy it.
- G. The Program does not apply to homes that had issues that the inspector was not required to inspect for, according to InterNACHI's Residential Standards of Practice. You may view the Standards at <https://www.nachi.org/sop.htm> For example, InterNACHI® will not buy a home back that had mold, structural, or meth problems.
- H. The Program does not apply to homes that had material issues that the inspector reported in the inspection report. If the inspector caught it, he didn't actually "miss" it.
- I. The home must be immediately listed for sale (for the same price that the home was purchased for) with a real estate agent licensed in the jurisdiction where the home

is located, with a commission of no less than 6% split between the listing and buyer's brokers. In some special cases, InterNACHI® will grant an exception to the commission requirement.

- J. InterNACHI® will perform its own inspection(s) on the property.
- K. InterNACHI® will hire an appraiser to appraise the property. The property must appraise for no less than the sale price. InterNACHI® will not buy a home for more than it is worth or that has gone down in value.
- L. If the home is located within an HOA that requires HOA approval of the purchase, InterNACHI's obligation is contingent upon the HOA's approval. Some HOAs do not approve sales to organizations or companies, even though InterNACHI® is not going to occupy the home.
- M. The homebuyer has a duty to mitigate damages, including making any repairs reasonably appropriate to prevent more damage.
- N. This Program is not available if the seller of the home failed to disclose a known issue. InterNACHI® does not intend for this program to be a substitute for the homebuyer's right to bring an action against the seller for nondisclosure or concealment.

2. Duty of Cooperation. The homebuyer must provide InterNACHI® with the purchase contract, the inspector's report, evidence showing that the inspector failed to report an issue that he/she should have found according to InterNACHI's Residential Standards of Practice, and any other documents InterNACHI® reasonably requests.

3. Acceptance of Payment Is a Release / Non-Disparagement. The homebuyer's acceptance of payment from InterNACHI® constitutes a full release of the inspector and InterNACHI® from any further liability in connection with the inspection and the Program. The homebuyer agrees not to disparage the inspector or InterNACHI®. [This release](#) will need to be signed.

4. Venue / Waiver of Jury / Attorney's Fees. The exclusive venue for any action arising out of the Program is Boulder, Colorado. The homebuyer waives trial by jury. In any such action, the Court must order the losing party to pay the prevailing party's attorney's fees and costs.

Note: InterNACHI® insists on communicating solely by email (in only one email thread) so that everyone involved can be on the same page, literally. Read: <https://www.nachi.org/email.htm> . If you start separate email communications with InterNACHI®, you will delay the purchase of your home. If you fail to include the real estate agent you are working with and your home inspector, you will delay the purchase of your home. If you start a new email thread to send us a document we requested, you will delay the purchase of your home. Everyone and every document must remain in one single email thread in order for InterNACHI to consider buying your home.