

# HOME INSPECTOR ACCESS KEY AGREEMENT

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This Access Key Agreement is entered into by and between the Intermountain Multiple Listing Service, Inc. (“IMLS”) and \_\_\_\_\_, an individual/corporation (the “Home Inspector”) on the date last signed by the parties hereto.

## RECITALS

WHEREAS IMLS operates an online computerized real estate multiple listing service for the Southwestern Idaho Region, which territory includes Southern Idaho and Southeast Oregon.

WHEREAS IMLS provides multiple listing data, other information and physical access to homes currently listed as active within the multiple listing service solely to its Participants, Subscribers and other parties authorized by IMLS.

WHEREAS Participants and Subscribers of IMLS are able to gain physical access homes listed for sale within the multiple listing service through the use of an electronic key and electronic lockbox.

WHEREAS during a typical real estate transaction, the buyer and seller oftentimes agree to have the home inspected by a home inspector.

WHEREAS IMLS desires to give Home Inspector the ability to access through use of an “Affiliate Key” to a home where the buyer and seller have agreed to have the home inspected and Home Inspector desires to received said Affiliate Key.

WHEREAS Home Inspector desires to receive an “Affiliate Key” and in consideration or receiving said Affiliate Key, Home Inspector agrees to abide by the covenants, promises terms and conditions as set forth herein:

**In consideration or receiving an Affiliate Key, Home Inspector agrees to abide by the covenants, promises terms and conditions as set forth herein:**

1. **Affiliate Key Term.** Home Inspector acknowledges and agrees that it has no ownership interest or absolute right, title or interest to receive an Affiliate Key from IMLS. Home Inspector acknowledges that the grant of an Affiliate Key by IMLS and the duration of its use shall be at the sole discretion of IMLS. IMLS may revoke Affiliate Key access for any reason and at any time. Home Inspector further acknowledges that to be eligible to hold an Affiliate Key, Home Inspector must meet certain criteria established by IMLS including, but not limited to, passing a background and fingerprint check, providing valid photo identification, carrying E&O insurance and General Liability, and hold affiliate membership with IMLS.

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2. Purpose of Affiliate Key. Home Inspector shall use the Affiliate Key solely for the purposes of conducting home inspection services on, in or around the home which Home Inspector is accessing. Home Inspector shall not allow third parties into the home unless the third party's presence is necessary for Home Inspector to conduct its home inspection. Real estate professionals who also act as home inspectors must meet the eligibility requirements of a home inspector to use the electronic key for home inspections.
3. No Relationship. This Agreement shall not render the Home Inspector an employee, independent contractor, partner, agent of, or joint venturer with IMLS for any purpose.
4. Compliance with Laws and Regulations. Home Inspector shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the work under this Agreement.
5. Compliance with Key Access Agreement. In addition to the terms and conditions set forth in this Agreement, Home Inspector shall comply with all terms and conditions set forth in that certain Supra Key Holder Agreement.
6. Setup Fees and License Fees. Home Inspector agrees to pay for all setup fees and license fees related to the Affiliate Key.
7. Indemnity and Hold Harmless Agreement. Home Inspector agrees to indemnify, defend, release, save, and hold harmless IMLS, its officers, directors, employees and agents from and against any and all claims, damages, losses, and expenses, for bodily injury, illness, or death, or for property damage, including loss of use, including reasonable attorney's fees arising out of Home Inspector's performance of its work or its use of the Affiliate Key.
8. Limitation of Liability. HOME INSPECTOR AGREES AND ACKNOWLEDGES THAT IMLS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR LOSS OF USE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO ANY CLAIMS BROUGHT BY HOME INSPECTOR WHETHER ANY SUCH CLAIMS ARE BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE.

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9. Confidentiality. Home Inspector acknowledges that during the engagement Home Inspector may have access to and become acquainted with various trade secrets, client lists and other protectable information owned or licensed by IMLS and/or used by IMLS in connection with the operation of its business. Home Inspector agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, information, and similar items relating to the business of IMLS, coming into Home Inspector's possession, shall remain the exclusive property of IMLS.
10. Right to Injunction. The parties hereto acknowledge that the access granted to Home Inspector under this Agreement may be of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by Home Inspector of any of the provisions of this Agreement will cause IMLS irreparable injury and damage. Home Inspector expressly agrees that IMLS shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Home Inspector. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that IMLS may have for damages or otherwise. The various rights and remedies of IMLS under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other right or remedy allowed by law.
11. No Assignment. This Agreement shall not be assigned by without the express written consent of IMLS.
12. Entirety Clause. This Agreement supersedes all prior agreements between the Parties concerning the subject matter hereof, and reflects the entire agreement between the Parties. Any statements, representations, promises, or inducements that are not contained in this Agreement are not valid or binding on the Parties.
13. Signature in Counterparts. This Agreement may be signed in counterpart and circulated by facsimile transmission. Each of the counterparts shall be deemed an original, and all of them shall constitute one and the same instrument.
14. Amendment. This Agreement shall not be modified or amended except in writing signed by all Parties hereto.
15. Headings. The headings in the Agreement are for convenience only and shall not be used in interpreting the obligations of the Parties under this Agreement.
16. Authority to Sign. The Parties warrant that they have the capacity and authority to sign this Agreement and to accept the promises specified in it. All corporate or other action on the part of each party necessary for the performance of its obligations under this Agreement has been taken prior to the signing of this Agreement.

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17. Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be impaired or affected in any way. Further, the Parties agree that those provisions, if any, found to be invalid, illegal or unenforceable, shall be modified by the Court, to conform to the most expansive permissible reading under the law.
18. Attorneys' Fees. Should any dispute arise concerning the meaning or interpretation of this Agreement, and if any claim be made on this Agreement or pursuant to this Agreement, the prevailing party in such dispute shall be entitled to reasonable attorney's fees and costs incurred in enforcing or defending this Agreement.
19. Construction of Agreement. Each Party has participated in, through their attorneys, in the drafting and preparation of this Agreement. This Agreement shall not be construed for or against any party based upon its preparation, but shall be construed as if all Parties, and each of them, jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one party.
20. Governing Law and Enforcement. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Any legal action to interpret or enforce this Agreement shall be filed and heard in the courts located in the Fourth Judicial District, Ada County, Idaho.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized representatives as of the Effective Date.

\_\_\_\_\_ Effective Date

Intermountain Multiple Listing, Inc.  
9542 W. Bethel Ct, Boise ID, 83709  
208-376-4657

\_\_\_\_\_  
(Signature)

Glenn Christoph / CEO

Home Inspector

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name / Title)