



Agreement for Video Inspection and Waiver of Liability



In response to the current Covid-19 crisis, the municipality with jurisdiction over your property ("City") has authorized the use of video inspection of project work performed pursuant to a building or similar license. The purpose of this authorization is to protect the health and safety of the public while reducing the risk of exposure to Covid19. You have requested that SAFEbuilt, and/or its affiliated companies, (collectively, "SAFEbuilt") perform a video inspection of the work performed on your project and SAFEbuilt has agreed to perform such work subject to the terms of this agreement. Therefore, the parties agree as follows:

1. You understand that you are not required to permit video inspection in lieu of in-person inspection but have voluntarily elected to have your project work inspection by video.
2. You understand that the performance of video inspection will require you to fully display to the inspector the work to be performed and to follow the instructions of the inspector. You agree to do so.
3. You understand that you are prohibited from engaging in any actions that may undermine the validity of the inspection, including failing to display to the inspector any portion of the project regardless of direction, withholding any relevant information from the inspector or videoing any or all of any other project and indicating that the substitute is the project that was to be inspected.
4. YOU HEREBY RELEASE SAFEUILT AND THE CITY OF CASTLE PINES FROM ANY AND ALL LIABILITY, CLAIMS FOR DAMAGES, PENALTIES OR OTHER MONETARY OR NON-MONETARY LOSSES THAT MAY ARISE FROM THE VIDEO INSPECTION, EXCEPT TO THE EXTENT CAUSED SOLELY BY THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF SAFEUILT. FURTHER, YOU WAIVE ANY EXPRESS OR IMPLIED WARRANTIES REGARDING THE VIDEO INSPECTION, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. YOU HEREBY AGREE TO DEFEND AND INDEMNIFY SAFEUILT AND CITY AGAINST ANY THIRD PARTY CLAIMS, LAWSUITS OR ACTIONS OF ANY KIND TO THE EXTEND ARISING IN WHOLE OR IN PART FROM YOUR FAILURE TO COMPLY WITH YOUR OBLIGATIONS UNDER THIS AGREEMENT OR ANY OF YOUR ACTS OR OMISSIONS THAT CONTRIBUTED TO AND DAMAGES, LOSSES, PENALTIES OR OTHER MONETARY OR NON-MONETARY REMEDY SOUGHT BY THE THIRD-PARTY.
6. IN NO EVENT WILL SAFEUILT OR CITY BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INLCUDING LOSS OF PROFITS, REGARDLESS OF THE LEGAL THEORY UNDER WHICH THEY ARE SOUGHT.

Acknowledged and agreed: _____

Name: _____

Property address: _____

Date Signed: _____