



THIS AGREEMENT LIMITS OUR LIABILITY - PLEASE READ CAREFULLY

THIS AGREEMENT is made and entered into by and between On Deck Home Inspections, LLC and

1. On Deck Home Inspections will perform a visual inspection of the home/building and provide the client with a written report identifying the defects that are (1) observed and (2) deemed material. The report is only supplementary to the seller's disclosure.
2. Unless otherwise noted in the Agreement or not possible, On Deck Home Inspections will perform the inspection accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors (InterNACHI) posted @ www.nachi.org/sop. If your jurisdiction has adopted mandatory standards that differ from InterNACHI's SOP, On Deck Home Inspections will perform the inspection in accordance with your jurisdiction's standards. You understand that InterNACHI's SOP contains limitations, exceptions, and exclusions. You understand that InterNACHI is not a party to this Agreement, has no control over us, and does not employ or supervise us.
3. Unless otherwise indicated in writing, On Deck Home Inspections will not test for the presence of radon, a harmful gas, unless otherwise indicated in writing. On Deck Home Inspections will not test for mold, unless, otherwise indicated in writing.
4. On Deck Home Inspections will not test for compliance with applicable building codes or for the presence of or any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations.
5. If any structure you want to have inspected is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for On Deck Home Inspections to inspect and evaluate them. Therefore, the scope of the inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.
6. The Inspection and report are only for your use only. If you give On Deck Home Inspections permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. On Deck Home Inspections is not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release On Deck Home Inspections from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you/or On Deck Home Inspections, you release On Deck Home Inspections from any liability and agree to pay all costs and legal fees in defending any action naming us. The Inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. On Deck Home Inspections disclaims all warranties, express or implied, to the fullest extent allowed by law.



7. **LIMITATION ON LIABILITY AND DAMAGES.** We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, On Deck Home Inspections liability is limited to liquidated damages in an amount not greater than 1.5 times the fee you paid for the inspection. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that this liquidated damages is not a penalty, but that On Deck Home Inspections intends it to ; (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between On Deck Home Inspections; and (iii) enable the inspection for the agreed-upon fee. If you wish to eliminate this liquidation damages provision, On Deck Home Inspections is willing to perform the inspection for an increased fee of \$_____, payable prior to inspection.

8. On Deck Home Inspections does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. If I hold a valid occupational license, I may inform you of this and you may hire On Deck Home Inspections for additional functions. Any agreement for such additional services shall be in separate writing.

9. If you believe you have a claim against On Deck Home Inspections, you agree to provide the following: (1) written notification of your claim within seven days of discovery in sufficient detail and with sufficient supporting documents that On Deck Home Inspections can evaluate; and (2) immediate access to the premises. Failure to comply with these conditions releases On Deck Home Inspections from liability.

10. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where On Deck Home Inspections has its principal place of business. If you fail to prove any claim against us, you agree to pay all legal costs, expenses and attorney's fees incurred in defending that claim. You agree that the exclusive venue for any legal action against InterNACHI itself, allegedly arising out of this Agreement or our membership in InterNACHI, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with 30 days' written notice of the nature of the claim in sufficient detail and with sufficient supporting documents that InterNACHI can evaluate it. In any action against On Deck Home Inspections or InterNACHI, you waive trial by jury.

11. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents On Deck Home Inspections entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by On Deck Home Inspections shall be binding unless reduced to writing and signed by the owner of On Deck Home Inspections. Any modification of this Agreement must be in writing and signed by you and by the owner of On Deck Home Inspections. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of inspection.

12. Past-due fees for you inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees On Deck Home Inspections incurs in collecting the fees that are owed to On Deck Home Inspections. If the client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

13. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

14. You may not assign this Agreement.



15. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against On Deck Home Inspections by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing it.

16. Scope of Infrared Moisture Survey

We will observe and document using natural and infrared photography areas requiring further investigation. All findings should be confirmed by specialists. Infrared technology measures surface temperature only; window, floor and wall coverings may prevent accurate assessment of these areas. We do not remove floor and wall coverings or move furniture, open walls or perform any type of destructive inspection. This infrared survey is not a mold survey. Infrared surveys can be used to find moisture which is a necessary element for mold growth to occur but will not directly detect the presence of mold.

17. Scope of Infrared Electrical Survey

We will observe a representative number of wall switches and outlets. We will observe and document using natural and infrared photography areas requiring further investigation. All findings should be confirmed by specialists. Infrared technology measures surface temperature only; if panel covers are not removed for safety reasons or other these areas are not consider readily accessible.

18. Scope of Infrared Insulation Survey

A survey of floor insulation cannot be effectively performed using IR. Specifically, we will observe and document using natural and infrared photography areas requiring further investigation. All findings should be confirmed by specialists. Infrared technology measures surface temperature only; window, floor and wall coverings may prevent accurate assessment of these areas. We do not remove floor and wall coverings or move furniture, open walls or perform any type of destructive inspection.

19. If there is more than one client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

PROPERTY ADDRESS: _____

INSPECTOR'S SIGNATURE: _____ DATE: _____



PLEASE FILL OUT FORM BELOW

Description	COST
HOME INSPECTION- 0-1500 SQ. FT.	\$ 325.00
1501- 2500 SQ. FT.	\$ 350.00
2501 - 3500 SQ. FT.	\$ 375.00
3501- 4500 SQ. FT.	\$ 400.00
Add \$25.00 Per 500 Square Feet above 4500 Square Feet	\$ 25.00
RADON TESTING	\$ 150.00
MOLD INSPECTION	\$ 75.00
WOOD DESTROYING INSECTS	\$ 75.00
<u>TOTAL</u>	
<u>PLEASE CIRCLE METHOD OF PAYMENT</u>	
CASH CHECK CHARGE	Total