



DGB Property Inspections
12866 N. First St. Parker, Co 80134 [303] 514-3161

THIS IS A LEGALLY BINDING DOCUMENT. IT CONTAINS LIMITATIONS ON THE SCOPE OF INSPECTION, REMEDIES, AND LIABILITY. PLEASE READ CAREFULLY.

Report #:
Customer:
Subject Property:

Customer hereby authorizes DGB, Inc. d/b/a DGB Property Inspections ("Inspection Company") to perform an inspection of the Subject Property in accordance with the terms and conditions of this Contract, and agrees to pay Inspection Company the Inspection Fee specified above at the time of the inspection. Inspection Company has the right to not release its Inspection Report without payment in full. **Customer's signature below acknowledges he/she has read, understands and agrees to be bound by the terms and conditions below and intends to bind his/her spouse, heirs and successors as his/her/their authorized agent.** Any acceptance or use of the Inspection Report shall constitute acceptance of all of the terms and conditions below. Initially, Customer has selected whether he/she desires a "Limited Visual Inspection" or a "Technical Inspection" as follows. Due to the varying needs and interests of customers for information and post-inspection options, Inspection Company offers its customers a choice of inspection plans as described below.

Limited Visual Inspection. In approximately 2 - 3 hours, for an average home, Inspection Company will provide the Customer with specified limited information on the condition of the major components of the house at the time of the inspection. INSPECTION COMPANY'S LIABILITY FOR ANY AND ALL CLAIMS IS LIMITED TO A MAXIMUM OF THE INSPECTION FEE PAID as provided in paragraph 5.

Technical Inspection. In approximately 10 to 12 hours, for an average house, Inspection Company will provide the Customer with a specified in-depth evaluation of the condition of the major elements of the house at the time of the inspection. Since Inspection Company will not be constrained by the limitations of a limited visual inspection, and since Inspection Company can and will utilize the services of system and component specialists, in its discretion, INSPECTION COMPANY WILL ASSUME FULL RESPONSIBILITY FOR INSPECTOR ERRORS AND OVERSIGHTS, UP TO A MAXIMUM LIABILITY OF \$50,000 PER INSPECTION, RELATED TO THE VISIBLE, ACCESSIBLE AND INSPECTED ELEMENTS, FOR A PERIOD OF 12 MONTHS FROM THE DATE OF THE INSPECTION. Accordingly, the liquidated damages provisions of paragraph 5 will be amended to be a limitation on liability in the amount of \$50,000. The cost of this extended inspection will vary, and will be determined by a written quotation. The range is typically \$3,500 to \$6,500 per house. The Customer must allow sufficient time to prepare the quotation and conduct the inspection, typically 7 to 10 days, and must procure the separate written authorization of the owner of the Subject Property to conduct this in-depth evaluation. **If you are interested in a "Technical inspection", please contact DGB Property Inspections for a price quotation, further details in completing the agreement and arrangements that will need made.**

I have received, had the opportunity to read, and have read all pages of the Contract and I **DO NOT** elect to receive a Technical Inspection. **By signing this Contract**

OUTSIDE SCOPE OF INSPECTION

1. Excluded is any inspection of any systems or items not included in the Inspection Report including but not limited to the following: Any information pertaining to Manufacturers' Recalls of any Component or "Class action" Litigation or Settlements against Contractors or Manufacturers. Detached Buildings or Equipment. Telephone, Cable, Satellite, Communication Systems Wiring and Components / Heating-Cooling Systems not Permanently Installed / Furnace Heat Exchangers / Time Clock Controls / Intercoms. Free Standing Appliances, to include Refrigerator, Washer and Dryer, Microwave Ovens. Window Treatments and or Coverings. Geological Stability or Soil's Condition. Structural Stability or Engineering Analysis. Prediction of Life Expectancy for any item. Adequacy or efficiency of any system or components. Building Code - Zoning Ordinance or Permit Violations. Fire Sprinkler Systems and all Piping. Landscaping - Irrigation and all Underground Piping / The Presence of Insects or Other Pests / Low-voltage systems / Swimming Pools, Saunas, Spa, Whirlpool, Steam and Hot Tub Systems. Electrostatic Precipitators or Electronic Air Cleaners or Filters, Septic Systems, any Component or System which is Underground, Private Water Systems or Equipment, Wells and Well Pumps, Ejection Pumps, Cisterns, Ponds, Fountains, Water Quality or Volume, Water Conditioning Systems. Elevators / Lifts / Dumbwaiters / Automatic Gates / Audio and Video Systems / Central Vacuum Systems. Active and Passive Solar Systems, Security Systems, and any inspection or testing for any toxic or dangerous substances including Mold, Bacteria, Asbestos, Lead, or Gases (**including Radon except pursuant to a separate fee**) and Formaldehyde, other than Gases typically used as Fuel for Home Heating Systems, or any System or item not included in the Inspection Report. In the event the Inspection Report or the Inspector supplies information about any of the forgoing, this information shall be deemed to be informational only and supplied as a courtesy to the Customer, and shall not be deemed to be an amendment to or waiver of the forgoing exclusions.

I HAVE READ AND AGREE TO THE ABOVE OUTSIDE THE SCOPE OF INSPECTION

SCOPE OF INSPECTION

2. The scope of this inspection ("Scope") is limited to the visual examination of the safely and readily accessible portions of the structural, heating, cooling, plumbing, roofing, electrical and components of the Subject Property specified in this Contract and the Inspection Report for conditions which are adversely affecting their normally intended function or operation within the limits set forth in this Contract and the Inspection Report. No other systems, items or appliances are included in this inspection.

3. This inspection is not technically exhaustive. This is not an engineering inspection or analysis, and no engineering tests will be made. No examination will be made to determine compliance with any governmental ordinance, regulation or code (notwithstanding any reference in the Inspection Report to any code provision). The inspection performed is not intended as a substitute for a seller's disclosure statement. The Inspection Report is not to be considered an implied or express warranty or insurance on the Subject Property or its components concerning future use, operability, habitability, or suitability. Client acknowledges and agrees that it is the Client's intention to use the inspection and report for the purpose of becoming better informed regarding some of the conditions of the subject property and not for the purpose of negotiating other contracts. The sole purpose of the inspection is for Customer to be informed of as many conditions as possible within the brief period of time allotted for the inspection and the limited access to the Subject Property which is made available by the owner. Customer has no expectation of being notified of all conditions, and waives any claim to conditions which are not reported. Inspection Company is not responsible for any condition affecting any system or component which occurs subsequent to the inspection or is intermittent and not detectable during the inspection. This inspection will comply with the STANDARDS OF PRACTICE OF THE AMERICAN SOCIETY OF HOME INSPECTORS unless otherwise noted and where conditions permit.

I HAVE READ AND AGREE TO THE ABOVE OUTSIDE THE SCOPE OF INSPECTION

4. CUSTOMER ACKNOWLEDGES THAT INSPECTION COMPANY WARRANTS ITS INSPECTION SERVICES WILL BE PERFORMED IN ACCORDANCE WITH THE SCOPE, THE INSPECTION REPORT AND THE STANDARDS OF PRACTICE OF THE AMERICAN SOCIETY OF HOME INSPECTORS ONLY. THIS IS A LIMITED AND NONTRANSFERABLE WARRANTY AND IS THE ONLY WARRANTY GIVEN BY INSPECTION COMPANY. INSPECTION COMPANY MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. THIS STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF INSPECTION COMPANY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE INSPECTION AND ANY DELIVERY AND USE OF AND RELIANCE ON THE INSPECTION REPORT. CUSTOMER WAIVES ANY CLAIM FOR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, EVEN IF INSPECTION COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER EXPRESSLY INTENDS AND AGREES THAT THE INSPECTOR AND INSPECTION COMPANY HAVE NO OBLIGATION OR DUTY EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT.

5. IN THE EVENT OF A BREACH OR A FAILURE OF THE FOREGOING WARRANTY, MISREPRESENTATION OR NEGLIGENT INSPECTION BY INSPECTION COMPANY (EXCLUDING WILLFUL MISCONDUCT), CUSTOMER AGREES THAT THE LIABILITY OF INSPECTION COMPANY, AND OF ITS AGENTS, EMPLOYEES AND INSPECTORS, FOR CLAIMS OR DAMAGES, COSTS OF DEFENSE AND SUIT, ATTORNEYS' FEES, AND EXPENSES AND PAYMENTS ARISING OUT OF OR IN ANY WAY CONNECTED WITH ERRORS OR OMISSIONS IN THE INSPECTION OR THE INSPECTION REPORT SHALL BE LIMITED TO LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO ALL AMOUNTS PAID FOR THE INSPECTION TO INSPECTION COMPANY BY CUSTOMER. Customer and Inspection Company acknowledge the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among Inspection Company and Customer; (iii) to reflect the reasonably anticipated amount of damage which Customer would suffer; and (iv) to enable Inspection Company to perform the inspection at the stated inspection fee. In the event of the tender by Inspection Company of a refund of the inspection fee, such refund shall be full and final settlement of all present and future claims and causes of action (excluding willful misconduct) and Inspection Company and its agents, employees and inspectors shall be thereupon generally and fully released.

6. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CUSTOMER AGREES TO INDEMNIFY AND HOLD INSPECTION COMPANY AND ITS INSPECTOR(S) HARMLESS (INCLUDING COSTS OF DEFENSE AND ATTORNEYS' FEES) FROM AND AGAINST ALL LIABILITY, CLAIMS, CAUSES OF ACTION, DAMAGES AND ACTIONS, INCLUDING THE INSPECTION COMPANY'S BREACH OF CONTRACT, MISREPRESENTATION AND NEGLIGENCE, AND INCLUDING COSTS AND ATTORNEYS FEES, RELATED TO OR ARISING FROM THE CONDUCT OF THE INSPECTION OR THE DELIVERY OF THE INSPECTION REPORT WHICH ARE THE SUBJECT OF THIS CONTRACT (EXCLUDING ONLY WILLFUL MISCONDUCT).

7. CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES ANY CLAIMS AND CAUSE OF ACTION AGAINST THE INSPECTOR(S) PERSONALLY, EXCLUDING ONLY WILLFUL MISCONDUCT, AND AGREES TO LOOK SOLELY TO INSPECTION COMPANY FOR ANY AND ALL LIABILITY RELATED TO THE INSPECTION INCLUDING THE MISREPRESENTATION OR NEGLIGENCE OF THE INSPECTOR(S). CUSTOMER HEREBY AGREES TO INDEMNIFY THE INSPECTOR(S) PERSONALLY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION, INCLUDING COSTS OF DEFENSE AND ATTORNEYS' FEES, RELATED TO OR ARISING FROM ANY CLAIM BROUGHT BY CUSTOMER AGAINST THE INSPECTOR(S).

8. It is the responsibility of Customer to make the Subject Property and its components fully accessible for this inspection. Inspection Company inspectors are not authorized to turn on gas mains or valves, water mains or valves, activate electrical power or pilot lights, nor move items in order to gain access to an area or component. Except for the removal of electrical service panels (where possible without damage to property), furnace and water heater inspection panels (excluding flame shields), inspectors will not remove panels, or disassemble any item for access to a component which is contained by fasteners that require tools for entry. Areas containing standing water or mud are considered inaccessible. Decisions relating to safety are at the inspector's discretion, but they are specifically prohibited from climbing on roofs during high winds, roofs that are slippery or high pitched, or entering areas in which potentially dangerous pets are contained. INSPECTORS ARE NOT REQUIRED OR EXPECTED TO MOVE OR REMOVE ANY PERSONAL PROPERTY FROM OR AT THE SUBJECT PROPERTY IN ORDER TO CONDUCT THE INSPECTION. CUSTOMER AGREES TO INDEMNIFY AND HOLD INSPECTION COMPANY AND ITS INSPECTOR(S) HARMLESS (INCLUDING COSTS OF DEFENSE AND ATTORNEYS' FEES) FOR ANY AND ALL CLAIMS BY THE OWNER(S) OF THE SUBJECT PROPERTY FOR ANY AND ALL CAUSES OF ACTION, INCLUDING PERSONAL INJURY OR DAMAGE TO PROPERTY, WHICH DO NOT ARISE OUT OF THE INSPECTOR'S WILFUL MISCONDUCT. CUSTOMER ADDITIONALLY AGREES THAT UNLESS CUSTOMER HAS ELECTED ON THE FIRST PAGE OF THIS CONTRACT TO HAVE A TECHNICAL INSPECTION PERFORMED, CUSTOMER ASSUMES AND ACCEPTS ALL RISK OF OWNER CONCEALMENT OR MISREPRESENTATION. IN THE ABSENCE OF SUCH AN ELECTION BY CUSTOMER, IF CUSTOMER MAKES A DEMAND OR BRINGS AN ACTION AGAINST THE OWNER(S) FOR FRAUD, CONCEALMENT OR MISREPRESENTATION REGARDING A CONDITION OR COMPONENT OF THE SUBJECT PROPERTY, CUSTOMER HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS OR LIABILITY AGAINST INSPECTION COMPANY AND INSPECTOR(S) FOR DAMAGES RELATED TO THE CONDITION OR COMPONENT FOR WHICH THE DEMAND OR CLAIM IS MADE AGAINST THE OWNER.

9. Additional trips for re-inspection, or to perform or complete an inspection, for reasons beyond the control of Inspection Company (e.g. weather, inaccessibility of the items normal to the inspection, inactive utilities, or an inability to gain access to the Subject Property), will be performed at an additional fee plus any applicable trip charges.

10. In the event Customer has a claim of a breach or failure of warranty, misrepresentation or negligent inspection, Customer shall provide Inspection Company with three working days to re-inspect the component or item before Customer repairs or replaces the component or item. This right of re-inspection is to protect Inspection Company and Customer from the business practices of contractors. If Customer fails to allow Inspection Company to re-inspect, Customer waives any claim against Inspection Company with respect to the component or item.

11. In the event any dispute arises regarding this Contract or the contents of the Inspection Report it is agreed that all parties shall attempt in good faith to settle such disputes between themselves. In the event such attempts fail to resolve such disputes, prior to the filing of any legal action by the Customer the Customer shall submit to Inspection Company written notification of the dispute and Customer's intent to file a legal action, and Inspection Company shall have the right but not the obligation within thirty (30) days to submit the dispute to binding arbitration in Denver, Colorado as conducted by CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC or RESOLUTE SYSTEMS, INC. Each party further agrees to pay its own arbitration costs. Any award made by the arbitration and in compliance with this Contract shall be enforceable as a judgment in any court of competent jurisdiction. IN THE EVENT OF ANY JUDICIAL PROCEEDINGS, THE PARTIES KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

12. No action, whether in contract or tort, shall be brought against Inspection Company in arbitration or a court of law beyond the earlier of one year following the date of the Inspection Report or 180 days after discovery by Customer of the condition which forms the basis of the action.

13. If a claim is made against Inspection Company for any alleged error or omission or other act arising out of the performance of this inspection, whether in court or in arbitration, and if Customer fails to prove such claim, Customer agrees to pay all costs and attorneys' fees incurred by Inspection Company and its inspectors.

14. Inspection Report is not intended for use by anyone other than the Customer. No third party shall have any right arising from this Contract or the Inspection Report. In consideration of the furnishing of the Inspection Report, and subject to all terms and limitations of this Contract, the Customer agrees to indemnify and hold harmless Inspection Company, and its inspectors for all costs, expenses, legal fees, awards, settlements and judgments in any legal proceeding brought by any third party who claims that he/she relied on representations made in such Inspection Report and was damaged thereby. Customer's request that Inspection Company release copies of the Inspection Report shall be at Customer's risk with respect to the contents of this paragraph.

15. Customer acknowledges that neither the Inspection Company nor the inspector have any interest in the Subject Property, have no independent, prior or existing knowledge of the Subject Property (in the event the Inspection Company has previously inspected the Subject Property, due to the potential of changing conditions, the inspector will inspect the Subject Property as if it was an original inspection), and will have only a limited opportunity to observe the Subject Property. Accordingly, Customer acknowledges and agrees that Customer will receive only a summary of visual observations. Customer acknowledges, agrees and warrants that Customer will not receive, and neither the Inspection Company nor the inspector can or will make, (a) representations as to the characteristics, ingredients, uses, benefits, alterations, or quantities of the Subject Property, (b) representations that the Subject Property is of a particular standard, quality, or grade, or of a particular style or model; or (c) statements of the inspector's own knowledge. Customer agrees that to protect Inspection Company and the inspector from false claims of fraud, Customer shall make no claim for fraud and hereby stipulates to the dismissal without prejudice of any claim for fraud unless Customer can attach to such claim credible documentary or sworn evidence demonstrating first-hand knowledge that the inspector knowingly conspired with a third party with the intent to defraud Customer as to a specific material fact regarding the Subject Property (with "material" stipulated as having a value of more than \$10,000). Customer agrees to indemnify the Inspection Company and the inspector for any breach by Customer of the forgoing agreement and warranty.

16. Inspection Company reserves the right to terminate the inspection and to return the inspection fee (if paid), in its absolute discretion, for any reason or for no reason and without any obligation to state a reason, at any time prior to delivery of the Inspection Report. Such termination and refund shall terminate all relationships between Inspection Company and Customer with regard to the inspection, and Customer agrees that Inspection Company owes no duty whatsoever to Customer, and Customer will not use or rely on any information obtained during the course of the inspection.

CUSTOMER HAS READ AND UNDERSTANDS THE ENTIRE CONTRACT AND INTENDS TO BE BOUND BY ITS TERMS

Customer agrees to a Limited Visual Inspection with electronic signature below

Inspection fees are due at the time of inspection. Thank You

**Inspection Fee:
Radon Fee:
Sewer Scope Fee:**

Total Fees: