

## **WDO Agreement**

This is an Agreement between you and us for a wood-destroying organism (WDO) inspection at the property described below.

1. The property is at \_\_\_\_\_.
2. You will pay us \$\_\_\_\_\_ for the inspection. You must pay us in advance.
3. Unless otherwise required by law, we will perform the inspection in accordance with InterNACHI's WDO checklist, which you may read at <https://www.nachi.org/wdo-report.htm>.
4. This Agreement is for an inspection only. We are not responsible for correcting or mitigating any WDO issues.
5. Our report is only supplementary to the seller's disclosure.
6. You understand that InterNACHI® is not a party to this Agreement and that InterNACHI® has no control over us and does not supervise us or our contractor.
7. The report is for your use. You must grant us permission to discuss our observations with real estate agents, owners, repairpersons, and other interested parties. We are not liable for use or misinterpretation by third parties.
8. The inspection and report are not a guarantee or warranty, express or implied, regarding the future use, operability, habitability, or suitability of the property. We expressly disclaim all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, to the fullest extent allowed by law.
9. This Agreement is for a WDO inspection only. If you want us to perform any other type of inspection, you will need to sign a separate inspection agreement for that.
10. You agree that our liability (and that of our agents, employees, etc.) for claims arising out of this Agreement shall be limited to liquidated damages in an amount equal to the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages, or for the loss of the use of the property. You acknowledge that the liquidated damages are not intended as a penalty but are intended to (i) reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) allocate risk among us, and (iii) enable us to perform the inspection at the stated fee.
11. If you believe you have a claim against us, you will supply us with the following within seven days of discovering your claim: (1) written notice of the claim in sufficient detail and with sufficient supporting documents that we can intelligently evaluate it, and (2) access to the premises. Failure to comply with these conditions is a bar to any claim or lawsuit, and releases us from any liability.
12. The exclusive venue for any action arising out of this Agreement shall be in the county where we have our principal place of business. In any such action, you waive trial by jury. In any such action, the court must award the prevailing party attorney's fees and costs. You understand that any legal action against InterNACHI® itself allegedly arising out of this Agreement or our relationship with InterNACHI® must be brought only in the District Court of Boulder County, Colorado. In any such action against InterNACHI®, you waive trial by jury and agree that the court must award the prevailing party attorney's fees and costs.

13. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents our entire agreement between the parties. All prior communications are merged into this Agreement. There are no terms or promises other than those in this Agreement. No statement or promise allegedly made after the execution of this Agreement shall be binding unless reduced to writing and signed by us. Any modification to this Agreement must be in writing and signed by you and us. This Agreement binds the successors of the parties.

14. You will have no cause of action against us after one year from the date of the inspection.

15. If you are a corporation, LLC, or similar entity, the person signing this Agreement on behalf of the entity personally guarantees payment of the fee by the entity.

I HAVE CAREFULLY READ THIS AGREEMENT AND I HAVE RECEIVED A COPY OF IT.  
I SIGN IT VOLUNTARY, FREE OF ANY DURESS.

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CLIENT

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(Date)