

Commercial Inspection Agreement Between Inspector & Client

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the building at:

_____. The terms below govern this Agreement.

1. The fee for our inspection is \$_____, payable [in full / in part at \$_____] at a time [before / after] the appointment.
2. We will perform a visual inspection of the building and provide you with a written report identifying the defects that we (1) observed and (2) deemed material. The report is only supplementary to the seller's disclosure.
3. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current International Standards of Practice for Inspecting Commercial Properties (ComSOP) of the International Association of Certified Home Inspectors (InterNACHI) and the Certified Commercial Property Inspectors Association (CCPIA). If your jurisdiction has adopted mandatory standards that differ from InterNACHI-CCPIA's ComSOP, we will perform the inspection in accordance with your jurisdiction's standards. You understand that InterNACHI-CCPIA's ComSOP contains limitations, exceptions, and exclusions. You understand that neither InterNACHI nor CCPIA is a party to this Agreement, has no control over us, and does not employ or supervise us.
4. Unless otherwise indicated in writing, we will not test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, we will not test for mold. Unless otherwise indicated in writing, we will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.
5. Our inspection and report are for your use only. You must give us 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. We are not responsible for its use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the building

or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

6. 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, our liability is limited to liquidated damages in an amount not greater than 1.5 times 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 building. You acknowledge that these liquidated damages are not a penalty, but that we intend them to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee. If you wish to eliminate this liquidated damages provision, we are willing to perform the inspection for an increased fee of \$_____, payable in advance.

7. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the building is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.

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

9. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. You agree that the exclusive venue for any legal action against InterNACHI-CCPIA itself, allegedly arising out of this Agreement or our membership in InterNACHI-CCPIA, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI-CCPIA 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 us or InterNACHI-CCPIA, you waive trial by jury.

10. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our 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 us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. 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 the inspection.

11. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you represent that the entity is solvent and has the present ability and intent to pay pursuant to this Agreement. The person signing for the entity personally guarantees payment of all fees owed to us.

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

13. You may not assign this Agreement.

14. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us 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 this.

15. 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.

16. If you would like a large-print version of this Agreement before signing it, you may request one by emailing us.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

CLIENT

(Date)

EXHIBIT A

SCOPE OF WORK

Under this Agreement, and as part of this basic commercial building inspection, INSPECTOR and CLIENT agree that the following elements shall be inspected pursuant to the noted limitations:

Request for Documents and Person(s) with Knowledge

[sample language for inspector to send to client]

Dear CLIENT,

Thank you for having INSPECTOR FIRM inspect the property at COMMERCIAL PROPERTY ADDRESS.

On the day of the walk-through survey scheduled for DATE OF WALK-THROUGH SURVEY, I will be doing some research, including the review of documents and the performing of interviews, to augment the information obtained during the walk-through survey, and to provide supporting documentation to the inspection report.

In preparation of the walk-through survey portion of the inspection, please have the seller provide me copies of as many of the following documents as can be reasonably procured:

- accessibility surveys;
- appraisals;
- building plans;
- Certificates of Occupancy;
- citations;
- deck age records, plans and construction permits;
- deck and balcony maintenance, power-washing, painting, treating, repair and modification history;
- emergency evacuation plans;
- environmental studies;
- evacuation drill records;
- fire-detection test and maintenance records;
- fire-door inspection reports;
- fire-prevention plans;
- fire-extinguisher service records;
- fire records;
- flame-resistant certificates;
- floodplain maps;
- floor plans;
- kitchen grease-cleaning records;

- kitchen post-fire inspections;
- maintenance records;
- manufacturers' installation instructions;
- notices;
- permits;
- power-washing records;
- previous inspection reports;
- proposals;
- rent records;
- repair estimates and/or invoices;
- safety inspection records;
- seller disclosures;
- sprinkler-head replacement records;
- utility bills; and
- warranties.

I would also like to interview the person(s) with the most knowledge about the condition of the building. Please arrange to have such person(s) on hand on the day of the walk-through survey.

Thank you.

INSPECTOR SIGNATURE

INSPECTOR NAME

12. InterNACHI-CCPIA Walk-Through Agreement

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our Walk-Through of the Building at:

_____. The terms below govern this Agreement.

1. The fee for our Walk-Through is \$_____, payable [in full / in part at \$ _____] at a time [before / after] the Walk-Through.

2. We will perform a visual Walk-Through of the home/building and provide you with oral comments summarizing our observations. **A WALK-THROUGH IS NOT A COMMERCIAL BUILDING INSPECTION. We will NOT follow the International Standards of Practice for Inspecting Commercial Properties (ComSOP), or any state laws pertaining to building inspections. Our comments will be nothing more than a subjective summary of our initial observations during the Walk-Through. You may hire us to perform a commercial building inspection by signing a separate agreement with us.** You understand that neither InterNACHI nor CCPIA is a party to this Agreement, has no control over us, and does not employ or supervise us.

3. We will not test for the presence of radon, a harmful gas. We will not test for mold. We will not test for compliance with applicable building codes or for the presence of (or for any potential dangers arising from the presence of) asbestos, lead paint, soil contamination, or other environmental hazards or violations.

4. Our Walk-Through and any comments are for your use only. We are not responsible for the use or misinterpretation by third parties, and third parties who rely on our comments in any way do so at their own risk, and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide our comments to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our Walk-Through and comments 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. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

5. **Limitation on 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, our liability is limited to liquidated damages in an amount not greater than 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 building. You acknowledge that these liquidated damages are not a penalty, but that we intend them to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the Walk-Through for the agreed-upon fee because you did not want to incur the additional costs a commercial inspection would require.

6. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the building is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.

7. **Waiver of Right to Sue.** Because of the extremely limited nature of our Walk-Through, you waive any right to sue us under any negligence theory. As long as we perform the Walk-Through, you also waive any right to sue us for breach of contract. If you nevertheless believe you have a claim against us, you agree to provide us with the following: (i) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (ii) immediate access to the premises. Failure to comply with these conditions releases us from liability.

8. **Venue / Attorney's Fees / Waiver of Trial by Jury.** You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. You agree that the exclusive venue for any legal action against InterNACHI-CCPIA itself, allegedly arising out of this Agreement or our membership in InterNACHI-CCPIA, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI-CCPIA with 30 days' written notice of the nature of the claim, in sufficient detail and with sufficient supporting documents that InterNACHI-CCPIA can evaluate it. In any action against us or InterNACHI-CCPIA, you waive trial by jury.

9. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our 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 us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. 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 the Walk-Through.

10. Past-due fees for our Walk-Through shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the

fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

11. You may not assign this Agreement.

12. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us 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 this.

13. 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.

14. If you would like a large-print version of this Agreement before signing it, you may request one by emailing us.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT, AND I ACKNOWLEDGE RECEIVING A COPY OF IT.

CLIENT

(Date)