

STANDARD COMMERCIAL INSPECTION AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, PLEASE READ IT CAREFULLY

1. The inspection to be performed for Client consists of non-intrusive visual observations to survey the readily accessible, easily visible material components, systems and equipment of the building. The inspection is designed to identify material physical deficiencies in the building's components, systems and equipment, as they exist at the time of the inspection. The work product resulting from completing an inspection in accordance with this contract is an inspection report. The inspection report incorporates the information obtained during the inspection. The inspection report is for the sole use and benefit of Client. Client agrees to read the entire inspection report when it is received and shall promptly call the Inspector with any questions or concerns Client may have regarding the inspection report or the inspection. The inspection report shall be considered the final and exclusive findings of the Inspector regarding the inspection of the building. Client shall not rely on any oral statements made by the Inspector prior to issuance of the inspection report.
2. Components and systems operated during the inspection will be identified in the inspection report. The identified components and systems shall be operated with normal user controls only and as conditions permit. If a component or system is operated, it may be conducted without the aid of special protective clothing, exploratory probing, removing materials, testing, measuring, preparing calculations or using special equipment, including meters or devices of any kind. Testing, measuring, or preparing calculations for any system or component to determine adequacy, capacity, or compliance with any standard is outside the scope of this contract.
3. The term material physical deficiencies means the presence of conspicuous patent defects or material deferred maintenance of the building's material systems, components, or building equipment as observed during the inspection. This definition specifically excludes deficiencies that may be remedied with routine maintenance, miscellaneous minor repairs, and normal operating maintenance, and excludes conditions that generally do not present material physical deficiencies of the building.
4. Inspector is an expert generalist and not acting as an expert in any SPECIFIC craft or trade. The inspector may make recommendations for further evaluation by an individual(s) who is an expert or specialist IN ONE OR MORE SPECIFIC BUILDING COMPONENTS OR SYSTEMS.
5. The inspection is not technically exhaustive. The cost of obtaining information or the time required to conduct a technically exhaustive inspection and prepare the inspection report could outweigh the usefulness of the information and could be detrimental to the orderly and timely completion of Client's transaction.
6. No inspection can wholly eliminate the uncertainty regarding the presence of physical deficiencies and the performance of the building's systems. Preparation of an inspection report in accordance with this contract is intended to reduce, but not eliminate, the uncertainty regarding the potential for component or system failure and to reduce the potential that such component or system may not be initially observed. Client recognizes the inherent subjective nature of the inspector's opinions as to issues such as workmanship, quality of original installation, and estimating the remaining useful life of any given component or system. The inspector's opinions generally are formed without detailed knowledge from those specifically familiar with the component's or system's performance.
7. The inspection report will contain a representative indication of the property condition at the time of the inspection and is dependent on the information available to the inspector at that time.
8. It is Client's duty and obligation to exercise reasonable care to protect himself or herself regarding the condition of the building, including those facts that are known to or within the diligent attention and observation of Client.

LIMITATIONS, EXCEPTIONS AND EXCLUSIONS: Excluded from this inspection is any system, structure or component of the building that is inaccessible, concealed from view, or cannot be inspected due to circumstances beyond the control of the Inspector, or which Client has agreed is not to be inspected. Unless specifically agreed upon otherwise between the Inspector and Client, the following are excluded from the inspection:

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| <i>A. Building code or zoning ordinance violations.</i> | <i>scope of the inspection.</i> |
| <i>B. Geological stability or soils conditions or structural stability or engineering analysis.</i> | <i>J. Thermostatic, motion and time clock controls.</i> |
| <i>C. All wood-destroying organism.</i> | <i>K. Permits or public records research.</i> |
| <i>D. Interior partition walls; tenant improvements and non-building equipment.</i> | <i>L. Fire and life safety systems.</i> |
| <i>E. Americans With Disabilities Act inspections.</i> | <i>M. Elevators or lifts.</i> |
| <i>F. Water testing for roof, wall or window leaks. Concealed roofing membrane integrity.</i> | <i>N. Building security and security systems.</i> |
| <i>G. Concealed floor cracks and all underground components.</i> | <i>O. Installation guidelines and manufacturer's specifications.</i> |
| <i>H. Product recalls or other such notices.</i> | <i>P. Examination of conditions related to animals, rodents, insects, wood-destroying insects, organisms, mold, and mildew or the damage caused thereby.</i> |
| <i>I. Specific components noted in the inspection report as being beyond the</i> | <i>Q. Personal property.</i> |
| | <i>R. Removing equipment or component covers, panels or plates.</i> |

Services for inspecting or evaluating the excluded items listed above may be available from Inspector for an additional fee or from specialists qualified to inspect or evaluate a particular category or item.



ADDITIONAL EXCLUSIONS:

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Report #: _____

Client: _____

Address: _____

City: _____

State: _____

Zip: _____

INSPECTION FEE: _____
FEE: _____
TOTAL FEE: _____

Client acknowledges that they have read and understood all the terms, conditions and limitations of this contract and voluntarily agrees to be bound thereby and agrees to pay the fee listed above.

Client: _____ Date: _____

Client: _____ Date: _____

Inspector: _____ Date: _____

