

Commercial Property Inspection Agreement

The address of the property is:

_____.

Fee for the commercial inspection is \$_____. INSPECTOR acknowledges receiving a deposit of \$_____ from CLIENT.

THIS AGREEMENT made this _____ day of

_____, 20___, by and between

_____ (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the Parties." The Parties understand and voluntarily agree as follows:

1. INSPECTOR agrees to perform a visual inspection of the commercial building, and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. Where accessible, INSPECTOR will view a representative sample of the building components covered under this inspection to be used in the preparation of the written inspection report. INSPECTOR will not test or otherwise analyze elements of the commercial building where destruction or dismantling of the particular element is required. The primary purpose of the inspection is to enhance the CLIENT'S information and knowledge about the commercial building to improve decision-making for buying, selling, maintaining or improving the property. As it may relate to this commercial building inspection, INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosures.

2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with InterNACHI's *International Standards of Practice for Inspecting Commercial Properties*. Although INSPECTOR agrees to follow these Standards, CLIENT understands that these Standards contain certain limitations, exceptions and exclusions. CLIENT also understands that InterNACHI is not a party to this Agreement, and that InterNACHI has no control over INSPECTOR or representations made by INSPECTOR, and does not supervise INSPECTOR. As noted above, this commercial building inspection is visual only. In certain instances, INSPECTOR may engage or deploy certain mechanical or other systems in the commercial building for purposes of preparing the written inspection report. However, it is not possible to engage or deploy many systems in a commercial building, including fire-suppression systems and, thus, determination of whether such systems are properly functioning or otherwise in need of repair, replacement or maintenance is beyond the scope of this basic commercial building inspection. The SCOPE OF WORK outlining the specific elements of the commercial building to be inspected by INSPECTOR under this Agreement is attached hereto and incorporated by reference as EXHIBIT A. Where noted in the written inspection report, INSPECTOR may recommend, and CLIENT acknowledges that such may be necessary, that CLIENT hire a professional engineer, or other qualified and licensed professional, to provide an independent inspection and analysis of certain elements that may be beyond the scope of this basic commercial building inspection. Unless otherwise indicated below, CLIENT understands that this basic commercial building inspection EXCLUDES compliance with applicable building codes, or testing for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, radon gas, soil contamination, and other environmental hazards or violations.

3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the commercial building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected pursuant to this Agreement is a log home, log structure or similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects that are not visible by an exterior visual inspection.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

FOR INSPECTOR
