



AHI Home & Building Inspection Service

“Where Honesty, Accuracy and Integrity Matter”

Phone: (704) 778-1353

Fax: (704) 636-2800

Commercial Inspection Agreement, Please read carefully.

SCOPE OF THE INSPECTION: The inspection to be performed for Client is a non-invasive physical examination, performed for the fee set forth below, designed to identify material defects in the systems, structures and components of the above-referenced primary building and its associated primary parking structure as they exist at the time of the inspection. A material defect is a condition that significantly affects the value, desirability, habitability or safety of the building. Style or aesthetics shall not be considered in determining whether a specific system, structure, or component is defective. The inspection shall be limited to those specific systems, structures, and components that are visually accessible. Components and systems shall be operated with normal user controls only and as conditions permit. This inspection is not intended to be technically exhaustive. Inspector shall prepare a written inspection report for the sole use and benefit of client. The inspection report shall describe and identify the inspected systems, structures, and components of the home and shall identify material defects in those systems, structures, and components observed during the inspection. **Commercial inspections that are in strict compliance with ASTM E-2018-1, Standard Guide to Property Condition Assessments: Baseline Property Condition Assessment Process.** 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 home inspection or the inspection report.

LIMITATIONS, EXCEPTIONS, AND EXCLUSIONS:

Excluded from this inspection is any system, structure, or component of the home which 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. **The following are excluded from the scope of this home inspection unless specifically agreed otherwise between Inspector and Client:**

- 1** The **Inspector is not required** to move furniture, personal items, equipment, insulation, evaluate the condition or presence of storm windows / doors / screens / storm shutters, awnings or any other seasonal accessories, or determine their functional efficiency. Certain factors relating to any systems, structures, or components of the building, including, but not limited to: adequacy, efficiency, durability or remaining useful life, costs to repair, replace or operate, fair market value, marketability, quality, or advisability of purchase. The operational capacity, quality, or suitability for a particular use of the items inspected as well as design problems and adequacies are **not within the scope of this inspection report**. Intercoms, security systems, built-in vacuums, lawn sprinklers, internal furnace combustion systems, fuel/oil tanks and water conditioning equipment are **not inspected or evaluated**. **No destructive or disruptive testing procedures are performed by the Inspector.**
- 2** Soil conditions, geological stability, infestation inspections, cosmetics, or engineering analysis are **beyond the scope and purpose of this inspection**. The inspection is not a compliance inspection or certificate for past or present government or local codes or regulations, or the suitability of the property for any specialized use. Determining the presence or absence of radon gas, carbon monoxide, safety glass, lead paint or any suspected hazardous substance, including but not limited to toxins, carcinogens, molds, mildew, fungi, noise, contaminants in soil, well, and air are **beyond the scope of this inspection**.
- 3** Determining compliance with installation guidelines, manufacturer’s specifications, building codes, ordinances, regulations, covenants, or other restrictions, including local interpretations thereof.
- 4** Obtaining or reviewing information from any third-parties including, but not limited to: government agencies (such as permits), component or system manufacturers (including product defects, recalls or similar notices), contractors, managers, sellers, occupants, neighbors, consultants, homeowner or similar associations, attorneys, agents or brokers..
- 5** Dismantling of any system, structure, or component, or perform any intrusive or destructive examination, test or analysis. Examining or evaluating fire-restrictive qualities of any system, structure or component of the building.
- 6** Examining or evaluating the acoustical or other nuisance characteristics of any system, structure, or component of a building, complex, adjoining properties, or neighborhood.

Services for inspecting or evaluating the excluded items listed above may be available from the inspector for an additional fee or from specialists qualified to inspect or evaluate a particular category or item. Inspector is home inspection generalists and is not acting as an expert in any craft or trade. The inspection report may contain recommendations for further evaluation by an individual other than Inspector herein who is qualified as an expert or specialists. If Inspector recommends consulting other specialized experts, Client agrees to do so at their own expense. It is Client’s duty and obligation to exercise care to protect himself or herself regarding the condition of the subject property, including those facts which are known or within the diligent attention and observation of Client.

ARBITRATION: Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the recognized Arbitration Association except that the parties shall select an arbitrator who is familiar with the commercial inspection industry. The Arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceedings by legal code.

ATTORNEY'S FEES: The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorneys’ fees, arbitration and other costs.

SEVERABILITY: Client and inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, void able or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES: Client understands and agrees that any claim for failure to accurately report the visually discernable conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the inspector with in ten days of discovery. Client further agrees that, with the exception of emergency conditions, client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

CANCELLATION CLAUSE: It is Client's responsibility to have all utilities to be inspected, operational for the day of inspection. This includes utility company connections, valves, breakers, pilot lights, winterized systems etc. Inspector must always assume that if any main connection, valve, or electrical breaker is turned off on the day of inspection it is done for a good reason and must remain in that position. Furthermore, full payment for this inspection will be due if client decides for any reason to cancel within 48 hours of the above scheduled time & date.

LIMITATIONS OF LIABILITY: INSPECTOR'S LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. THE LIABILITY OF INSPECTOR'S PRINCIPALS, AGENTS, AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSE OF ANY KIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.

Does the CLIENT give US the authorization to release the original, and/or a copy of the inspection report to the Client's Realtor or real estate agency, solely for the purpose to aid the CLIENT who is to pay for this inspection? Yes / No (circle one)

BY SIGNING BELOW THE CLIENT HAS READ, UNDERSTAND AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREES TO PAY FEE LISTED.

Property Location: _____

Desired Date: _____

Desired Start Time: _____ (standard appointment times 9:30am and 2:00pm)

Approximate Total Sq. Ft.: _____

Home Inspection Fee \$ _____ Additional Services \$ _____ Total Fees \$ _____

Client Name (Printed): _____

Signature: _____

Email Address: _____

Client's Current Address: _____

Phone: (_____) _____

All Payments are due at time of inspection. Payment options are:

Cash Check, # _____ Visa MasterCard (Credit card processing fee \$15.00)

At Closing (This option must be secured by a Credit Card). Closing Date: _____ (required)

Note: if payment is not received by 7 days after the closing date noted on this agreement, the client authorizes AHI Home & Building Inspection the right to charge the credit card listed below. (\$25.00 closing charge to have fees paid at closing) If buyer/client decides not to purchase property, inspection fee is due immediately.

Credit Card Number: DO NOT LEAVE SPACES BETWEEN NUMBERS

Card Expiration Date
Month Year

3 digit security code

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