



## Commercial Inspection Agreement

This is an Agreement between you, the undersigned Client, and Eyeon Inspection LLC, 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. A \$50 fee will be assessed for any returned check. Re inspection or follow up inspections will be subject to a fee not less than \$195. An exact fee will be determined and agreed upon in writing.

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 modified 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.

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 provides 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 reported or 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

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.

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 all 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.

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. You may not assign this Agreement.

13. 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.

14. 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.

15. Eyeon Inspection LLC encourages our client(s) to carefully read the agreement, ask us questions and consult with qualified counsel to ensure complete comfort with the agreement is achieved before signing.

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

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CLIENT (Date)