

## Amspect Inspections Commercial Agreement

The property address to be inspected 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

**Amspect Inspections LLC.** (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 following the INACHI Commercial Standards of Procedure (SOP) UNLESS requested by client in section 1A below or in separate writing, 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.

1A) (this areas reserved for specific inspection instructions)

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**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.

**4.** INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies, either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and employees, for claims for damages, costs of defense or suit, attorney's fees and expenses, and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages, or for the loss of the use of the commercial building, even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty, but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

**5.** INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic commercial building inspection and, for additional fee, perform additional inspections beyond those within the scope of the basic commercial building inspection. Any agreement for such additional inspections shall be in a separate writing, or noted here:

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**6.** In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind. Additionally, if there is a dispute between INSPECTOR and any consultant or third party arising out of INSPECTOR'S inspection, CLIENT agrees to provide INSPECTOR with reasonable access to the premises upon request by the INSPECTOR.

**7.** The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against InterNACHI itself, allegedly arising out of this Agreement, or INSPECTOR's relationship with InterNACHI, must be brought only in the District Court of Boulder County, Colorado.

**8.** If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

**9.** Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site, walk-through survey portion of the inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guarantee payment of the fee by the entity. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.

**10. IMPORTANT:** The INSPECTOR will not open gas or water valves, light pilot lights or gas appliances, activate electrical services that have been turned off, or cut locks open. The CLIENT IS SOLELY RESPONSIBLE to ensure that all utilities are turned on, that breakers are turned on, that all water and fuel valves are turned open, that all pilot lights are lit, that all rooms and crawl spaces are unlocked, and components such as attic, closets and panel boxes are accessible prior to the inspection. Return visits to re-inspect because utilities were off, valves were closed, pilot light not lit, or areas were locked or non-accessible will be subject to a re-inspection fee starting at \$100.00 (additional Fees may apply).

**11.** If the CLIENT requests a re-inspection, the re-inspection is also subject to all of the terms and conditions set forth in this agreement.

**12. Guarantee:** If the CLIENT is not satisfied with my performance at the time of inspection and I am notified prior to report delivery, I will make every effort to satisfy the CLIENT during the inspection or no report will be given and no inspection fee will be charged.

**13. BINDING ARBITRATION:** Any dispute, controversy, interpretation or claim for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration "under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc." The decision of the Arbitrator appointed there under shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.

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

**14. HOLD HARMLESS AGREEMENT:** CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.

**This Agreement is not transferable or assignable.**

This is an addendum to the Commercial Inspection Agreement regarding the inspection at:

\_\_\_\_\_.

Thermal imaging is a technology that allows the InterNACHI INSPECTOR to show you things about a building that no one can show you using other inspection methods. Thermal imaging produces images of invisible heat energy emitted from objects and systems in the building, and allows us to measure it. Thermal imaging helps to diagnose the problem rather than merely identify symptoms, and can sometimes, but not always, identify and document: electrical faults before they cause a fire, overloaded and undersized circuits, circuit breakers in need of immediate replacement, missing, damaged, and/or wet insulation, heat loss and air infiltration in walls, ceilings, floors, windows and doors, water and moisture intrusion that could lead to mold, possible pest infestation, hidden roof leaks before they cause serious damage, air-conditioner compressor leaks, under-fastening and/or missing framing members, structural defects, broken seals in double-pane windows, energy loss and efficiency, dangerous flue leaks, damaged and/or malfunctioning radiant heating systems, unknown plumbing leaks, and overheated equipment.

These color images can then be included in the inspection report, providing supporting documentation to the report. A picture is worth a thousand words.

1. CLIENT requests and authorizes INSPECTOR to perform a thermal imaging scan on the structure at

\_\_\_\_\_ for the following purposes: \_\_\_\_\_.

The fee for this additional service will be \$\_\_\_\_\_, all of which is due prior to delivery of the thermal images & report.

2. INSPECTOR's liability for any damages allegedly arising out of any aspect of the thermal imaging service shall be limited to the additional amount paid for the thermal imaging scan. CLIENT voluntarily waives any claim for consequential, exemplary or incidental damages to the fullest extent allowed by law.

3. The thermal imaging scan will be limited in scope to the equipment used by INSPECTOR. The inspection will be a non-invasive and non-destructive examination of the visible, safe and readily accessible portions of the interior and/or exterior of the structure for atypical temperature/thermal variations. NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES REGARDING FUTURE USE, HABITABILITY, OPERABILITY, SUITABILITY OR MERCHANTABILITY WITH RESPECT TO THE SUBJECT PROPERTY ARE PROVIDED.

4. Thermal imaging services do NOT include any inspections, examinations, testing or evaluations for harmful, dangerous or toxic substances, materials or environmental hazards, including, but not limited to: mold, bio-aerosols, radon, lead, asbestos, non-biological airborne particulates, contaminants, petroleum products, petrochemicals, radioactive materials, electromagnetic radiation, or plant, animal or insect secretions or excretions. Infrared cameras are not moisture meters but can aid in identifying areas that warrant further investigation. If INSPECTOR offers any information or opinions about any of the foregoing, this information shall be deemed to be informational only and supplied as a courtesy to the CLIENT, and shall not be deemed to be an amendment to this addendum or the commercial inspection agreement.

5. CLIENT agrees to indemnify and hold harmless INSPECTOR, its agents, employees and inspectors for the presence of any harmful, dangerous or toxic substances or materials, or environmental hazards, including, but not limited to, those listed in Part 4 of this addendum, as well as for any and all damages and liability for any mitigation, construction, or any other costs associated with the presence of any such hazards, substances or materials.

6. If CLIENT desires to obtain information regarding the presence of any harmful, dangerous or toxic substances, materials or environmental hazards, including, but not limited to, those listed in Part 4 of this addendum, it is solely the responsibility of the CLIENT to contact and engage the services of qualified individuals or companies that specialize in the areas of specific interest or concern.

7. All of the other terms of the Commercial Inspection Agreement are incorporated herein by reference.

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Clients

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Inspector