

## **WESTINSPECT COMMERCIAL INSPECTIONS TERMS OF SERVICE**

**These are the Terms of Service for you, the Client, and us, the Inspector, pertaining to our inspection of the Property at the address listed in the title of the inspection report:**

We will perform a primarily visual but not technically exhaustive inspection of the property 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.

Unless otherwise noted in this agreement or it is not possible, we will perform the inspection in accordance with International Standards of Practice for Inspecting Commercial Properties (2014). You understand that these standards contain certain limitations, exceptions, and exclusions. For example, unless otherwise indicated in writing, we will not test for radon, mold, building code compliance, asbestos, lead paint, other environmental hazards, or the interior of logs used in construction.

Our inspection and report are for your use only. You give us permission to discuss our observations with your own real estate agent. We do not discuss with others such as owners, contractors, or other interested parties. The inspection report is the exclusive Intellectual Property (IP) of the inspector. You are purchasing the right to use the report as part of your due diligence in a real estate transaction. Use of the report by any unauthorized persons is prohibited. We are not responsible for 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 from any liability whatsoever. 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 property or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

We assume no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. You agree that in all cases our liability shall be limited to liquidated damages in an amount not greater than 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 property. You acknowledge that the liquidated damages are not a penalty, but that we intend them to (i) reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) allocate the risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee.

We do not perform engineering, architectural, plumbing, electrical, construction, or any other job function requiring an occupational license in the jurisdiction where the property is located.

If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of adverse conditions within seven days of discovery; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

You agree that any litigation arising out of this Agreement shall be filed only in the County or District Court of El Paso County, Colorado. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and fees incurred in defending that claim. In any action against us, you waive trial by jury.

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 or promises other than those set forth herein. 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.

Payment of the inspection fee is due prior to the beginning of the inspection. You agree to pay all costs and attorney's fees incurred in collecting the fee owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

You may not assign this Agreement.

If a court finds any term of this Agreement ambiguous or that it otherwise requires 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 right to consult qualified counsel before proceeding with the inspection and thereby accepting these Terms.

If there is more than one Client, you are proceeding and accepting on behalf of all of them, and you represent that you are authorized to do so.

**INSPECTOR AND CLIENT HAVE CAREFULLY READ THESE TERMS, AGREE TO THEM, AND ACKNOWLEDGE RECEIVING A COPY OF THESE TERMS PRIOR TO THE INSPECTION. (Westinspect Commercial, JE 0722)**