



## Home Inspector

Bryson Home Inspection Service Ltd.

Jim Bryson

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### COMMERCIAL INSPECTION AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_, \_\_\_\_, by and between **BRYSON HOME INSPECTION SERVICE LTD.**, a Nova Scotia corporation, hereinafter referred to as the Inspector, and \_\_\_\_\_, hereinafter referred to as the Customer,

**WHEREAS**, the Customer has requested that the Inspector perform an Inspection of the property, particularly described below, and the Inspector has agreed to conduct such Inspection,

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties and other good and valuable consideration

The terms below govern this Agreement.

The Inspector will inspect the following described property:

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1. The Customer agrees to pay the Inspector the minimum sum of \$500.00 (subject to change on a per case basis), plus applicable sales tax and expenses, for performing its services and the same shall be payable upon the signing of this Agreement.
2. All documents that require signature and payment in full must be received no later than 48 hours prior to date and time of Inspection. Otherwise, we cannot guarantee date and time of Inspection.
3. We will perform a visual inspection of the building and provide you with a written report identifying the defects that we (i) observed and (ii) deemed material. The report is only supplementary to the seller's disclosure.
4. Unless otherwise noted in this Agreement or not possible, we will perform the Inspection in accordance with the 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. You understand that InterNACHI-CCPIA's ComSOP contains limitations, exceptions, and exclusions. You understand that neither InterNACHI nor CCPIA is a party to this Agreement, has no control over us, and does not employ or supervise us.
5. 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.
6. 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 provide 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.

7. **LIMITATION ON LIABILITY AND DAMAGES.** We assume no liability for the cost of repair or replacement of 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 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.
8. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the building is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any Agreement for such additional services shall be in a separate writing.
9. If you believe you have a claim against us, you agree to provide us with the following: (i) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (ii) immediate access to the premises. Failure to comply with these conditions releases us from liability.
10. If it is determined that the Inspection did not correctly determine a defect, then the Inspector has the option of either correcting the defect at its own expense or, in the alternative, to refund to the Customer the cost of the Inspection. This shall be the extent and limit for any failure to properly disclose a defect or problem in its Inspection report to the Customer.
11. 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 provide any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. You agree that the exclusive venue for any legal action against InterNACHI-CCPIA itself, allegedly arising out of this Agreement or our membership in InterNACHI-CCPIA, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI-CCPIA with 30 days written notice of the nature of the claim, in sufficient detail and with sufficient supporting documents that InterNACHI can evaluate it. In any action against us or InterNACHI-CCPIA, you waive trial by jury.
12. If a court declares any provisions 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.
13. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.
14. You may not assign this Agreement.
15. 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.
16. 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.

**ACKNOWLEDGEMENT:**

The undersigned acknowledges that they have read this Agreement, fully understand the Agreement, agrees to be bound by the Agreement, including the terms, conditions and limitations described above, and have received a copy of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Please print clearly** \_\_\_\_\_

**Jim Bryson, President** \_\_\_\_\_  
**Bryson Home Inspection Service Ltd.**

**Date:** \_\_\_\_\_