

Select Inspect Property Consultants, LLC:
Commercial Inspection Contract & Estimate for Service
 2001 Reston Drive; McKinney, TX 75070; 214-770-6954

PROPERTY TO BE INSPECTED: _____

Date Ordered: _____ **Inspection Date:** _____ **Start Time:** _____ **Expected Report Delivery:** _____

Property description:

SQ.FT. _____ **Appr. Age:** _____ **Structure Type:** _____

CLIENT: _____

CLIENT- ADDRESS: _____

CLIENT PHONE: _____ **alternate:** _____

EMAIL _____

SPECIAL INSTRUCTIONS: _____

Select Inspect Property Consultants, LLC (SIPC) proposes to inspect the commercial property noted above pending client's agreement to this Select Inspect Commercial Inspection Contract.

SCOPE: The inspection process shall include a general analysis by Select Inspect. Select Inspect will provide and present a Property Condition Report- PCR of the property and photos where deemed necessary/appropriate by the inspector. We propose to complete a Property Condition Assessment- PCA, of the above referenced commercial property in accordance with the American Standard for Testing Materials, or ASTM, which is an internationally recognized standard for the baseline assessment of commercial buildings, and which is available upon request and can also be viewed and downloaded by visiting www.astm.org Upon completion of the PCA, we will provide you with a PCR "report" that includes a summary of deficiencies, recommended services or upgrades, and estimated costs, after which we will be available for any consultation that you may need.

The inspection report shall contain information regarding the inspector's opinion regarding existing condition, discovered deficiencies, and representation of visible materials/components used in construction or mechanical areas. The report shall contain recommendations for maintenance, and estimated remaining life of major components, when possible to determine such. Items are visually examined during the evaluation of accessible areas. Parking areas or other onsite premises may be inspected in a cursory manner for general conditions. The inspection is not intended to be technically exhaustive nor shall it be construed as a compliance evaluation, except if otherwise noted in the specific report prepared by Select Inspect.

At your request, **Select Inspect Property Consultants, LLC** proposes to complete a property assessment of the address above in compliance with ASTM standard E 2018-01, which is included with the report. The purpose of the assessment is to acquaint you with the overall condition of the property and thereby reduce the likely cost of repairs that might affect your evaluation of the property. However, the inspection service is limited. It is not a code-compliance inspection and does not include any research, such as that necessary to establish boundaries, easements, and the issuance of permits or certificates of occupancy. It is not a specialized inspection, such as that conducted by geologists, engineers, environmental specialists, and termite inspectors, who evaluate soil conditions, determine differential settling or structural movement, test the quality of air and water, or detect the presence of pests or rodents, and harmful contaminants, such as radon, methane, asbestos, lead, formaldehyde, electromagnetic radiation, molds and fungi, termites, and other wood-destroying organisms. Similarly, in accordance with the guidelines established in ASTM E 2018-01, **Select Inspect Property Consultants, LLC** disclaims any responsibility for evaluating any concealed areas or components, such as subterranean ducts, pipes, or conduits within walls, floors, or ceilings, obstructed switches and outlets, the slab beneath carpets, the interior of heat exchangers, air-conditioning coils and supply ducts, significant portions of chimney flues, and the waterproof membrane beneath roofs, balconies or shower pans. Also, we do not evaluate or endorse the following specific components: computerized systems, radio or remotely controlled components, central vacuum systems, alarm, telephone, cable, or intercom systems, private sewage systems, private water supply systems, water softeners, water circulating devices, water filtration or purification devices, shut-off valves that are not in daily use, solar systems, saunas, steam showers, humidifiers, electronic air cleaners, in-line duct motors or dampers, washers, dryers, and their valves or drain pipes, thermostats, timers, clocks, recreational or other free-standing appliances, and low-voltage lighting. This inspection has been produced in accordance with our signed contract and is subject to the terms and conditions agreed upon therein

In addition, **Select Inspect Property Consultants, LLC** does not tacitly endorse or guarantee the integrity of any structure or component that was built or modified without permit, and which could include latent defects, or any item that may have been subject to a manufacturer's recall. What **Select Inspect Property Consultants, LLC** provides is a conscientious but essentially visual inspection, recommendations for appropriate specialist service, and any consultation that may be necessary. In return, and in consideration of the fee, you are agreeing with your signature to abide by the terms and conditions of the contract. We require a retainer of one half of the inspection fee with the balance due after you have received and reviewed the report. If this is the service that you require, please email a signed approval to bruce@selectinspect.com

Payment and signature of contract are required PRIOR to transfer of ownership of the Report.
Refusal to sign or accept terms of this contract render the information provided to you in the report as null and void.

SELECT INSPECT DOES NOT WARRANT or GUARANTEE the FUTURE PERFORMANCE of STRUCTURES, SYSTEMS, or ANY COMPONENT PARTS, or the INTEGRITY/CONDITION of INACCESSIBLE ITEMS.

Limitations, Exclusions, & Legal

Select Inspect makes no representation except what is specifically contained within the documents prepared by Select Inspect and the Select Inspect Contract. The report and this Contract are the sole and only agreement between Select Inspect and the client, and supersedes any prior written, verbal, or implied agreements between the client and Select Inspect regarding content within the Select Inspect Property Report, and Inspection Contract.

By accepting and relying on the information within these documents, the client expressly agrees to all agreements and limitations herein. The inspection is cursory and limited. The findings represent observed conditions at the property on the day and time of the inspection. The service attempts to reduce risk, but cannot and will not eliminate all risk of purchasing any property. Select Inspect does not warrant or guarantee that all

conditions will be discovered or reported. Protection regarding errors and omissions are not stated nor implied. The inspector does not offer opinions regarding value or whether the property should be purchased. It is strongly recommended to obtain receipts, reports, and warranty information for prior repairs, and receipts, reports, and warranty information for history of repair and similar activity at this property.

Notice of Claim: If Client has issues regarding this inspection arising out of an alleged intentional act or omission by Select Inspect, Client must notify Select Inspect in writing within 10 business days of discovery and allow us and any subcontracted specialist or authorized representative from that specialist's company to reinspect the property and or components of concern prior to any changes being made to the components or condition of concern otherwise, all claims for damage arising out of such complaints are waived by Client.

Client agrees that any failure to timely notify Select Inspect and allow adequate time to investigate, prior to any modification of condition(s) after the time of inspection, shall result in Client's waiving of any and all rights Client may have against Select Inspect related to the alleged act or omission. If Select Inspect fails to perform the services as agreed or is careless and/or negligent in any performance of the services, our liability for any and all claims related thereto is limited to the fee paid for the services and there will be no recovery for consequential damages.

Mediation and Arbitration: If claim cannot be settled between direct correspondence with SI and Client, both parties agree to attempt to settle claim through mediation in accordance with the rules of the American Arbitration Association under the Construction Industry Mediation Rules. If a settlement cannot be reached through mediation, the controversy or claim shall be settled through arbitration using an appointed arbitrator who shall be a citizen of the United States, and the place of arbitration shall be in Collin County, Texas.

Limitations Period: Any legal action arising from this Agreement must be commenced within one year from the date of services. Since conditions change and component operation and efficiency decrease through time, failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon, unless such limitation is otherwise regulated by Texas State law or regulation.

By acceptance of and or reliance upon information in this report, the client agrees that any damages resulting from breach of this contract or report are limited to the fee charged to the client by Select Inspect for this inspection service. By acceptance of and or reliance upon information in the report, the client agrees to the conditions of the contract, even if the client fails to sign the contract.

The fact that one portion of this agreement may be invalid shall not affect the validity of any other part of the agreement.

Select Inspect Fees: \$175.00 per hour (minimum \$500) shall include: on-site inspection, and report preparation, and a fuel expense of \$1.00 per mile shall be invoiced to the client upon completion of the inspection report. One Half (50%) of the estimate shall be guaranteed prior to the start of the inspection; The remainder of the Inspection fee will be charged to client's credit card or payable by check, whichever is pre-agreed between the client and Select Inspect upon completion of this service.

Specialist's Fees: If the client chooses the more comprehensive "PCR", fees will be determined by the specialists requested/required by the client. You can expect to pay \$400 to \$1000 per licensed specialist, per service.

Acceptance of this contract and reliance on information provided within the report is agreement to pay in full all fees accrued during this inspection and report preparation. Phone consultation time up to 4 hours is included and shall be free of additional charges for conversation after completion of and regarding this PCA / PCR. Return visits to the property will incur \$175.00 1st hour (minimum \$175); \$75 per hour at the beginning of consecutive hours; and fuel expense of \$1.00 per mile

Estimated hours _____ x \$175.00 = \$ _____
Estimated miles _____ x \$ 1.00 = \$ _____

Estimated fee \$ _____ Select Inspect Property Consultants
Estimated fee \$ _____ Specialists / Tradesmen* breakdown of fees listed below
Estimated Total \$ _____

Extenuating circumstances may add to service time and cost; often including but not limited to: access obstructions, crawl spaces, roof access, personal obstructions and or animals within units, leakage conditions, sanitation concerns, etc. The inspector will use utmost due diligence to be most efficient with our time and the client's related inspection costs.

Tradesmen cost estimates:

Service:	Company & contact information:	Estimated Fee:
<input type="checkbox"/> Plumbing		\$
<input type="checkbox"/> Electrical		\$
<input type="checkbox"/> HVAC		\$
<input type="checkbox"/> Engineer		\$
<input type="checkbox"/> Fire Suppression		\$
<input type="checkbox"/>		\$
<input type="checkbox"/>		\$
<input type="checkbox"/>		\$

Client: X _____ on this date: _____

Signature / Agreement by one purchasing partner or representative equates to agreement by all purchasing partners.

Inspector :X _____ on this date: _____