

Cutting Edge Inspections Inc.

The address of the property is: _____.

Fee for the Basic Commercial inspection is \$ _____ THIS AGREEMENT made this _____ day of _____, _____ by and between **Cutting Edge Inspections Inc.** (hereinafter also referred to as the "Inspector" an Illinois licensed professional under the Home Inspector License Act (225 ILCS & 441/1 et. Seq.)), and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows.

1. The scope of this inspection is to perform a primarily visual, non-destructive, and non-technical examination (using normal operating controls where appropriate) of the applicable safely accessible and readily accessible portions of the structural, heating, cooling, plumbing, roofing, electrical (and permanently installed and attached kitchen appliance if a company elects to add these) systems and components of the Subject Property specified in this Contract and Inspection Report for adverse conditions. The Inspector agrees to perform this visual inspection of the building and to provide the CLIENT with a written inspection report identifying the defects that the Inspector both observed and deemed material. An infrared camera may be used during this inspection thus the camera findings shall be limited to a non-invasive infrared thermal imaging scan to measure the surface temperature and the temperature differences or variations of the visible, safely accessible, and readily accessible portions of the building. If an infrared camera (Thermal imaging) inspection is requested, a Rider Thermal Imaging Pre-Inspection Agreement will be separately executed and attached hereto. The building Inspector may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The CLIENT agrees to obtain and provide a copy of the Real Property Disclosure Act, if any, to the building Inspector prior to the inspection. The inspection report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this Agreement or not possible, the Inspector agrees to perform the inspection in accordance to the current International Standards of Practice for Inspecting Commercial Properties of the InterNational Association of Certified Home Inspectors (InterNACHI). Although the Inspector agrees to follow InterNACHI's Standards of Practice, the CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. The CLIENT also understands that InterNACHI is not a party to this Agreement and that InterNACHI has no control over the Inspector or representations made by the Inspector and does not supervise the Inspector. The CLIENT understands that if an inspection for the presence of Radon - a colorless, odorless, radioactive gas that may be harmful to humans, a Rider or specific Agreement for said services will be separately executed and attached hereto. Unless otherwise indicated in separate writing, the CLIENT understands that the Inspector will not test for compliance or violations with respect for title and/or applicable building codes, inspect gas lines (for leaks), or for the presence of potential dangers arising from formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards, pest infestation, security and fire protection systems, household appliances, shower pans, sink or tub overflow devices, safety or thermal glass windows and doors, humidifiers, paint, wall paper and other treatments to windows, interior walls, ceilings and floors, recreational equipment or facilities, underground storage tanks, floor drains, energy efficiency measurements, concealed or private secured systems, water wells, heating systems accessories, solar systems, heating exchangers, sprinkling systems, water softener, central vacuum systems, telephone, intercom or cable TV systems, antennae, lighting arrestors, trees or plants, governing codes, ordinances, statutes and covenants and manufacturer specifications, updates or product recalls. It is further understood and agreed to that this inspection specifically excludes EFIS (Exterior Insulation and Finish Systems) systems or fiberboard type siding. It is also agreed to and understood that the inspection will not include any area of the attic that is not floored, or any area that could constitute a hazard or danger to the INSPECTOR. Federal Pacific Electric Stab-lok circuit breakers and service panels will not be inspected. Client understands that these systems, items and conditions are excluded from this inspection. Any general comments about these systems, items and conditions of the report are informal only and DO NOT represent an inspection.

The inspection and report are performed and prepared for the use of the CLIENT, who gives the Inspector permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. The Inspector accepts no responsibility for use or misinterpretation by third parties. The Inspector's inspection of the property and the accompanying report does not constitute an insurance policy, a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the building or its components. The inspection report reflects a visual observation of the subject property as of the date and time of the inspection 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. The inspection report is not a listing of repairs to be made nor is the report intended to be used as a guide in re-negotiating the sales price of the property and should not be construed as an opinion of the value of the property. The seller may not be required to repair deficiencies reflected in the inspection report, and that determination should be made by you, the Seller, your real estate agent(s) and your attorney. We recommend that you attend the actual inspection. _____ (initial).

If any structure or portion of any structure that is to be inspected pursuant to this Agreement, is a log , log structure or similar log construction, the CLIENT understands that such structures have unique characteristics that make it impossible for the 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.

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4. The Inspector will exercise reasonable diligence in the development, reporting or communication of a inspection report, but the Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. The CLIENT acknowledges that the liability of the Inspector, its agents, employees, for claims or 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. The CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the /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 the Inspector and the CLIENT, and (iii) to enable the Inspector to perform the inspection at the stated fee.

5. The Inspector does not perform engineering, architectural, plumbing, or any such specialized, professional service requiring an occupational license other than Residential Home Inspection License. Any such specialized, professional inspections are beyond the scope of the Basic Commercial inspection and shall be a separate matter between the required profession and the CLIENT. The Inspector does not and will not be responsible for reporting manufacturers' recalls of any component or equipment or "class action" litigation or settlements against contractors or manufacturers.

6. In the event of a claim against the Inspector, the CLIENT agrees to supply the Inspector with the following: (1) Written notification shall be timely forwarded to the address of Cutting Edge Inspections Inc. by First Class, U.S. Mail, at 1434 275th Street, Mount Pulaski, Illinois 62548 within 14 days of discovery or within 14 days of the time that a reasonable person should have discovered the adverse condition and (2) Access to the premises. Failure to comply with the above conditions will release the Inspector and its agents from any and all obligations or liability of any kind.

7. The parties agree that any binding arbitration arising out of this Agreement shall be filed only in the Court of Logan County, Illinois in which the Inspector has its principal place of business. In the event that the CLIENT fails to prove any adverse claims against the Inspector in a court of law, the CLIENT agrees to pay all legal costs, expenses and fees of the Inspector in defending said claims. The CLIENT further understands that any legal action against InterNACHI itself allegedly arising out of this Agreement or the 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 the Inspector or its agents shall be binding unless reduced to writing and signed by the 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.

9. Payment of the fee to the Inspector (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. The person(s) executing this Agreement on behalf of a corporation, LLC, or similar entity has the legal authority to bind the entity.

10. This Agreement is not transferable or assignable. The CLIENT understands that he/she has the right to seek review of this Agreement by an attorney if the CLIENT desires such review prior to executing this Agreement.

11. Inspector and/or its representatives reserve the right to terminate the inspection on site and to return the inspection fee for any reason and at any time prior to delivery of the Inspection Report. Such termination and refund shall terminate all contractual relationships between Inspector and Client with regard to this commercial building inspection.

12. Riders or Agreements attached: _____

MY SIGNATURE BELOW ACKNOWLEDGES THAT I HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS, CONDITIONS, AND LIMITATIONS AS OUTLINED IN BOTH OF THE PAGES CONTAINED HERE IN THIS AGREEMENT:

Cutting Edge FAX # (217)792-3785

CLIENT OR REPRESENTATIVE Date

CLIENT OR REPRESENTATIVE Date Email address

Terry Scroggin 450.0003906
1434 275th St., Mount Pulaski, IL 62548