

STANDARD INSPECTION AGREEMENT

Between
 ADA Compliance Review Corp.
 And

Client Name(s):		Phone:	
Current Address:		e-mail:	
City, ST, Zip		Notes:	
For the property at:			
Inspection Date:	8/7/2010		

THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ IT.

Client hereby requests a visual Inspection of the structure at noted address to be conducted by ADA Compliance Review Corp., (Company), for the sole use and benefit of Client, for the agreed upon fee of \$0.00. Payment in full is due at the time of inspection.

SCOPE OF THE INSPECTION: The inspection to be performed for Client is a non-invasive visual examination of Client's business or commercial property (referenced above) to confirm that the condition of the property complies with the Americans with Disabilities Act and California Title 24, (hereafter referred to as "The ADA"). Those areas structures, signs, components, walkways, and fixtures of the above-referenced building and its associated primary parking area as they exist at the time of the inspection, that do not comply with The ADA, will be reported to the client in accordance with CA Senate Bill 1608. Inspector shall prepare a report entitled CASp Determination Pending for the sole use and benefit of Client and issue a CASp certificate.

The inspection shall be limited to those specific areas, structures, signs, components, walkways, and fixtures that are present and visually accessible at the time of inspection. Components and systems shall be operated with normal user controls, and with no greater effort than should be expected during normal use by a person with disabilities.

Due to the possibility of new laws being enacted regarding accessibility requirements, the information presented in Company's report may only be relied upon as an evaluation of the laws and regulations up to the date of inspections. Numerous photographs will be taken during the inspection. Not all photographs will be used in the report due to irrelevance, quality, or redundancy. Unused photographs may be deleted at the discretion of the inspector.

ON-GOING CONSULTATION: Company reserves the right to charge for on-going consultation after the report is delivered. This includes, but is not limited to; research, rebuttal reports, deposition, or consulting with contractors after the inspection at \$150 per hour.

RE-INSPECTIONS: Upon completion of the modifications identified in inspectors report, inspector must certify the property and issue a final inspection report. This re-inspection will be billed at the greater of 20% of the original inspection fee, or \$250.

I have read and agree to the Scope of the Inspection: (Initial Here) _____/_____

LIMITATIONS, EXCEPTIONS AND EXCLUSIONS: Excluded from this inspection are any areas, structures, signs, components, walkways, and fixtures of the building which are inaccessible, concealed from view, or cannot be inspected due to circumstances beyond the control of Inspector, or which Client has agreed is not to be inspected.

The inspection **excludes:**

1. On-going consultation regarding the ADA or any future notification of changes that must be made to the building unless agreed to in writing.

- 2. Evaluation or inspection of any modifications performed as a result of this inspection. Company may perform additional inspections after modifications for an additional fee.
- 3. Obtaining or reviewing information from any third-parties including, but not limited to: government agencies (such as permits), component or system manufacturers (including product defects, recalls or similar notices), contractors, managers, sellers, occupants, neighbors, consultants, homeowner or similar associations, attorneys, agents or brokers.
- 4. Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying or soils-related examinations.
- 5. Examination of conditions related to animals, rodents, insects, wood-destroying insects, organisms, mold, and mildew or the damage caused thereby.
- 6. Factors relating to any systems, structures, or components of the building, including, but not limited to: adequacy, efficiency, durability or remaining useful life, costs to repair, replace or operate, fair market value, marketability, quality, or advisability of purchase.
- 7. Dismantling of any system, structure, or component, or perform any intrusive or destructive examination, test or analysis.
- 8. Evaluation of structures other than the main building, common areas, or systems, structures, or components thereof, including, but not limited to, those of a common interest, adjoining properties, businesses or neighborhood, unless specifically agreed to in writing.
- 9. Operating or evaluating low voltage electrical, security systems, cable or satellite television, telephone, remote controls, radio controls, timers, intercoms, computers, computer networks, photo-electric, motion sensing, or other such similar non-primary electrical power devices, components, or systems.

I have read and agree to the Limitations, Exceptions and Exclusions: (Initial Here) _____/_____

CLIENT’S RESPONSIBILITIES: Client will:

- 1. Obtain access, permission, keys, combinations, alarm codes, gate codes, etc., if they are needed to complete the inspection. Failure to do so may result in an additional fee if inspector has to return to complete the inspection.
- 2. Exercise reasonable care to protect him or herself regarding the condition of the subject property, including those facts which are known to or within the diligent attention and observation of Client.
- 3. Keep himself/herself abreast of any changes in The ADA, or any other laws that affect access of the building by disabled persons in the future.

CONFIDENTIAL REPORT: The inspection report to be prepared for Client is solely and exclusively for Client's own information and that of client's contractors. report may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. **CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY AND INSPECTOR HARMLESS FROM ANY THIRD PARTY CLAIMS ARISING OUT OF CLIENT'S UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT.** (This means that you can share it with your contractors, but don't give it to subsequent owners, tenants, landlords, etc.)

NOTICE TO CLIENT: In the event Client discovers a deficiency that was not identified and reported by Inspector, Client shall so notify Inspector in writing and allow Inspector and/or Inspector's designated representative to re-inspect and document the condition(s) prior to making any repair, alteration or replacement to said deficiency. The written report to be prepared by Inspector shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the Inspector prior to issuance of the written report.

NON ASSIGNABILITY. This contract and any report provided by Company pursuant to the inspection herein may not be assigned by Client to a third party without the prior written approval of Company.

WARRANTY DISCLAIMER:

All services provided hereunder are provided for the day of the inspection. Accessibility laws and building codes will likely change in the future. This inspection does not include, nor can it foresee or predict, future changes in the laws and regulations. We therefore specifically disclaim liability for events related to changes in laws or access regulations after the date of inspection.

SEVERABILITY: Should any provision of this contract be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect, unimpaired by the court's holding.

ARBITRATION: Any dispute concerning the interpretation of this Agreement or arising from this inspection and report, except one for payment of inspection fee, shall be resolved between the parties by BINDING ARBITRATION conducted in accordance with the rules of the American Arbitration Association except that the parties shall select an arbitrator who is familiar with The ADA.

The parties hereto shall be entitled to all discovery rights and legal motions as provided in the California Code of Civil Procedure. The arbitrator shall apply the substantive and procedural laws of the State of California to all issues submitted in the arbitration proceeding. The award of the arbitrator shall be final, and a judgment may be entered on it by any court having jurisdiction.

GENERAL PROVISIONS: This inspection contract, the inspection, and the inspection report do not constitute a warranty, guarantee, or insurance policy of any kind whatsoever. The inspection and inspection report are not a substitute disclosure for real estate transactions, which may be required by law. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Company, or its officers, agents or employees more than ONE YEAR after the date of the subject inspection. Time is expressly of the essence herein. THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns. This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.

Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this Agreement is executed on behalf of Client by any third party, the person executing this Agreement expressly represents to Inspector that he/she has the full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

Agreed to and accepted as of the date first indicated above.

Client Signature: _____	Date: _____
2nd Client Signature: _____	Date: _____
Inspector Signature: _____	Date: _____