

B. A. King Home Inspections, LLC

6777 Campbell Road
York, South Carolina 29745
www.BAKingHomeInspections.com
803 417-2116 Fax 803 684-6581

Agreement for commercial property inspection.

Property Address _____

Sq. Ft. _____ Floors: _____ Power and utilities on:

Clients Name:

Address _____

Phone / Cell _____ / _____

Email _____

Payment: At start of evaluation or in advance only. Fee \$ _____
Cash and checks accepted. Credit card payments can be made at
www.BAKingHomeInspections.com.
Report will typically be emailed the same day as the inspection.

This Inspection is general/visual for the building and systems only and not a technically exhaustive procedure and is not a warranty or guarantee or any form of insurance of any inspected or uninspected item nor does it involve any county or state code compliance inspection. A technically exhaustive inspection would involve many experts or engineers from various fields and would likely cost thousands of dollars and take many days to achieve final results. This Inspection is to show the property's apparent condition as observed visually as a point in time only. No warranty or guarantee is provided on any inspected or uninspected item, express or implied, regarding future use, operability, or suitability of the building or its components. This Inspection should not cause the omission of a thorough walk through inspection by the buyer prior to attending the closing. Client agrees to hold Inspector harmless if the final walk through inspection is not done prior to closing. No advice as to the insurability or minimum utility costs for the property is made. Any problems disclosed by owner or previous owners, previous inspections or known problems not made available and known to Inspector prior to the Inspection process are not the responsibility of the Inspector. Client agrees, that some items, while being observed visually and displaying no signs of a problem can and frequently do have problems. These types of concealed problems often do become worse or only become visible as other contractors dismantle and troubleshoot the component or system or perform a more exhaustive test. Inspector is not responsible for other contractors findings, opinions, additional repair or replacement recommendations. Some roofs or equipment may require a specialist at additional cost with clients approval.

Limits of Liability: The Inspector does not assume any of the risks associated with purchasing property therefore the Inspectors liability for errors and omissions is limited to the amount paid by the Client for the Inspection less expenses or an amount agreed to in this Agreement prior to the Inspection. If legal action is brought against Inspector by the Client and the Client does not prevail, the Client agrees to pay the Inspector compensation for all time spent preparing, communicating, traveling and attending all related events at the rate of ninety dollars per hour plus all actual legal expenses and costs. Client agrees that this payment is not amendable by any arbitration process. After a period of 90 days Client agrees not to attempt any action against the Inspector or his company for any item associated with the inspection, this Agreement or any other reason. If the Client has a concern or dispute concerning an inspected item at a later date, the Client agrees to notify the Inspector in writing and via telephone within ten days of knowledge of the problem and provide the Inspector an opportunity to inspect the item prior to allowing any work to be performed on the item unless an emergency situation exists. In the event Client does not provide the two notices required and provide the Inspector the time and access to inspect the item will prevent the Client from bringing any claims or actions against the Inspector for the item in concern.

If legal action is brought against Inspector by the Client and the Client does not prevail, the Client agrees to pay the Inspector compensation for all time spent preparing, communicating, traveling and attending all related events at the rate of sixty dollars per hour plus all actual legal expenses and costs.

Any Client dispute concerning this Agreement or the Inspection shall be resolved by binding, non-appealable arbitration conducted by an arbitrator who is experienced with the inspection industry and will be selected by mutual agreement by both parties.

The Client agrees that should an arbitrator or court determine that any provision(s) in this Agreement is unenforceable, the remaining portions shall remain in full effect. No other verbal agreement or guarantees are made and this Agreement is the total Agreement. Inspector reserves the right to utilize the court system to counter any claims made by the Client that are not supported by this Agreement in its exact stated conditions.

Client agrees by signing below and/or by making payment of the fee, that you have read, understand and/or agree to this entire Agreement.

Additional Information: _____

If Client is a corporation, LLC or similar entity, the person signing this agreement on behalf of the entity does personally guarantee the payment of the fee.

Date _____

Print Name _____

Client Signature _____

Please fax ALL PAGES of this agreement to 803 684-6581 as soon as possible to ensure proper scheduling.

Thank You - Bruce King, B.A. King Home Inspections, LLC