

COMMERCIAL REAL ESTATE INSPECTION AGREEMENT

This is intended to be a Binding Legal Contract

Address of Property Inspected:

Client(s) Name(s):

Client Email and/or Phone Number:

Date and Time of Inspection:

Inspection Company:

Inspector:

Inspection Fee:

THIS CONTRACT and the terms included are binding upon all parties to this contract.

Contract: This contract is made by and between the Client(s) (referred to herein as "Client") and the INSPECTOR (referred to herein as "INSPECTOR"). The term Client shall include the undersigned representative of the Client, as well as any of Client's past, present and future subsidiaries, divisions, parents, affiliates, assigns, related entities, successors, predecessors, representatives, employees, officers, shareholders, directors, agents, assigns, spouse, and any other person or entity that benefits from or relies on the Inspection Report. The term INSPECTOR shall include the undersigned representative of the INSPECTOR, its past, present and future subsidiaries, divisions, parents, affiliates, assigns, related entities, successors, predecessors, representatives, employees, officers, shareholders, directors, agents, and assigns.

Scope of the Inspection: This commercial building inspection will be performed in accordance with the Commercial Standards of Practice of the California Real Estate Inspection Association (CREIA), a copy of which is attached to this contract. Client acknowledges that there are limitations and exclusions in the CREIA Commercial Standards of Practice. Client acknowledges that the inspection is being completed by a "generalist" and not a "specialist" INSPECTOR in any trade or profession. This building inspection is a limited, visual and non-invasive inspection for material defects in the operating systems and conditions within the structure at that time of the inspection. Any defect, condition or non-functioning system found during the inspection will be identified in the INSPECTOR's report.

No Guarantee: The inspection report is not and has never been intended as a guarantee as to how long any systems or conditions will remain in the same condition as found during the inspection. Nor is it a guarantee of the future of any system or condition. The INSPECTOR makes no guarantee or warranty, of any kind, express or implied, including but not limited to the following:

- a. That all defects have been found or that the INSPECTOR will pay for repair of undisclosed defects;
- b. That any of the items inspected are designed or constructed in a good and workmanlike manner;
- c. That any of the items inspected will continue to perform in the future as they are performing at the time of the inspection; and
- d. That any of the items inspected are merchantable or fit for any particular purpose

EXCLUDED FROM INSPECTION: This inspection does not determine the insurability, quality, durability, or future performance of any item or system inspected. Systems, items, and conditions which are not within the scope of the inspection include, but are not limited to: pest infestation; security and fire protection systems; household appliances; humidifiers, interior of walls, ceilings, and floors; recreational equipment or facilities, pool/spa water purification systems; underground storage tanks; buried pipelines, tanks, gas or water lines, water wells, all overflow drains; heating system's accessories; solar heating systems; lawn sprinkling systems, water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, tree or plants, governing codes, ordinances, statutes, and covenants; any manufacturer specifications, recalls, and EIFS. INSPECTOR will not evaluate soil conditions, the stability of the soil or subsurface conditions or the ability of the soil and subsurface material to support the structure inspected. Minor defects and maintenance items that do not affect the safety or structural integrity of the structure, including minor repairs or adjustments to mechanical systems, and minor plumbing problems are excluded from this report. Some buildings with conventional stucco, EIFS systems and composite siding can experience water penetration and damage associated with water penetration, which may not be visibly evident during a normal visual inspection. INSPECTOR does not inspect these systems, and assumes no

liability for any hidden damage that may be present in the structure behind these products. Client understands that these systems, items and conditions are excepted from the inspection. Testing, measuring, using meters or devices of any kind, dismantling equipment, or doing calculations for any system or component to determine adequacy, capacity or compliance with any standard is outside the scope of the "generalist" INSPECTOR and reserved for the "specialist." Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection. For further clarity: **The following are examples of types of inspections that are NOT covered by this inspection:**

- (a) building code/local ordinance, energy audit, product recall, permit compliance or invasive inspections.
- (b) inspection as to whether previous remodeling was done correctly, with permits and done according to Code.
- (c) an evaluation of the value or future earning potential of the property now and/or in the future.
- (d) determine the existence or condition of polybutylene, polyethylene, or similar plastic piping. The inspector may report on the type of piping visible in some areas of the property, but is not responsible for identifying or determining the existence of any type of piping. It is recommended the Client consult with a licensed Plumber on those questions.
- (e) Environmental issues/conditions which are outside the "generalist" INSPECTOR's expertise; including but not limited to the detection, or investigation of asbestos, radon, lead, creosote, urea-formaldehyde, toxic or flammable materials, all mold and fungus and related other environmental condition on or under the property.

Client Initials: _____

Client's Duties: The client's duties under this contract are:

Right to enter & inspect the property. The INSPECTOR is not a party to the sale of this property. As such, it is the duty of the Client and the Client's Realtor to coordinate the time and availability of the property for the INSPECTOR. This includes the permission for the INSPECTOR to enter the property to be inspected.

Duty to advise of safety issues on the property. It is the duty of the Client to seek information as to any safety concerns on the property which could cause injury or damage to any person who will be present at the inspection including the INSPECTOR. The same duties apply should a request for reinspection of repairs during the escrow occur if the INSPECTOR is requested to return to the property.

Duty to read and inquire. The Client is under a duty to read and inquire as to any issue(s) or finding(s) contained in the inspection contract and the inspection report which is a concern. This inquiry should be done as quickly as possible.

Duty to give timely notice. It is the duty of the Client to give timely notice of any defect found at the property post close of escrow. This notice to the INSPECTOR must be made within 10 days preferably in writing or by email. No changes are to be made to this/those claimed defect(s) so the INSPECTOR can observe the condition(s)/defects as it was found in its unaltered position. Such removal or repair would substantially inhibit INSPECTOR's opportunity to defend himself/herself in a dispute. **IF CLIENT FAILS TO GIVE PROPER WRITTEN NOTICE HEREUNDER, ALL OF CLIENT'S POTENTIAL CLAIMS FOR DAMAGES ARISING OUT OF SUCH COMPLAINT ARE EXPRESSLY WAIVED, INCLUDING THE NEGLIGENCE OF THE INSPECTOR. THE WAIVER CONTAINED HEREIN IS INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE NEGLIGENCE OR GROSS NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT OR ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES.**

Assignable Rights to 3rd parties do not exist. This contract is not assignable to anyone without the expressed written consent of the INSPECTOR. The inspection report is provided solely for the benefit of the Client and may not be relied upon by any other person. An assignment of this inspection report to another without the expressed written permission of the INSPECTOR terminates any rights of the "holder of the assignment" and the client to seek legal relief as to the INSPECTOR.

Reading of the inspection contract and inspection report. The Client agrees to read the entire inspection contract before signing. Client's signature on the contract is the Client's consent to the terms of the contract. Client further agrees to read the entire inspection report before the close of the conditions period for the sale of this property. If any questions arise during the escrow and within the period changes can be made, it is the duty of the Client to call the INSPECTOR and seek information. All opinions as to the condition of this property by the INSPECTOR are contained within the written inspection report and not within any "claimed" oral statement(s).

Environmental and Pest. The building inspection does not include an environmental assessment. Therefore, INSPECTOR shall not do any testing of any condition including water, soil or air. This is outside the expertise and scope of this inspection. The INSPECTOR is not trained and does not have the education to opine as to termite, mold and related conditions whether those damages arise from airborne, sub-soil or any form of water intrusion. No

sampling is taken for this condition as part of this inspection unless otherwise agreed to in writing by the INSPECTOR and the Client.

Statute of Limitations. The Client and the INSPECTOR agree that no claim, demand, or action, may be brought to recover damages against the INSPECTOR, or any of its officers, agents or employees, more than one (1) year after the date of the inspection, regardless of when the Client discovers facts that support such claims or actions. **THE ONE YEAR PERIOD OF TIME MAY BE SHORTER THAN THE TIME SET BY STATUTE. CONSIDERATION FOR THIS LIMITATION IS BASED ON THE PRICE OF THE INSPECTION.** Client agrees to this term based on the price of the inspection. This is a material term and condition to this contract and Client is bound by that agreement.

Client initials: _____

LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES. By signing this contract, the Client acknowledges that the inspection fee paid to the INSPECTOR is nominal given the risk of liability associated with performing inspections if liability could not be limited. The INSPECTOR assumes no liability for the costs of repair or replacement associated with unreported or undisclosed defects. Client acknowledges that without the ability to limit liability, the INSPECTOR would be forced to charge the Client much more than the inspection fee for the INSPECTOR's services. Client acknowledges being given the opportunity to have this contract reviewed by counsel of his or her own choosing and further acknowledges the opportunity of hiring a different INSPECTOR to perform the inspection. **BY SIGNING THIS CONTRACT, CLIENT AGREES THAT THE LIABILITY OF THE INSPECTOR SHALL BE LIMITED TO LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO THREE (3) TIMES THE FEE PAID TO THE INSPECTOR FOR THIS INSPECTION AND THIS LIABILITY SHALL BE EXCLUSIVE.**

Legal Fees. In any action at law or equity, the parties agree that the prevailing party is entitled to reasonable attorney fees, expert fees and all costs including the costs of the binding arbitrator or mediator.

Reinspection: If certain areas of the property are inaccessible or the INSPECTOR is unable to inspect any building system, component, or area for any reason during the initial inspection, the CLIENT is wholly responsible for requesting and scheduling the reinspection. If a reinspection is requested for any reason, any re-inspection is subject to all the terms and conditions of this Agreement. If a reinspection is requested, INSPECTOR reserves the right to charge a reinspection fee not to exceed 50% of the original inspection fee.

Mandatory Mediation Agreement. The contracting parties agree to a mandatory mediation clause applying to all disputes through a mediation program agreeable to the contracting parties before any litigation is filed or demand for binding arbitration is sent. Notice of mediation must be sent return-receipt requested with 30 days allowed for the opposing party to respond. If the responding party agrees, an agreed upon mediator will be selected by the contracting parties. If a lawsuit is filed or if a demand for binding arbitration is sent and the above conditions are not met, the non-complying violator then forfeits all rights to prevailing party's attorney fees, expert fees and costs. Each contracting party shall share the mediation fees equally.

Contractual Severability. If, for any reason including jurisdictional issues which may apply, those clauses which do not apply shall be removed and all of those clauses that remain shall apply to the contracting parties without prejudice to any party to this contract.

Choice of Law and Venue: Client agrees that this contract will be construed and enforced by the laws in the state and jurisdiction where the inspected property is located. The exclusive venue for any dispute shall be in the county where the INSPECTOR's business is located.

Date: _____

Client Signature: _____
(One signature binds all)

Client Printed Name: _____

INSPECTOR: _____
(Martin Hewitt)

CALIFORNIA REAL ESTATE INSPECTION ASSOCIATION

Commercial Building Standards of Practice

Part I. Definitions and Scope

These Standards of Practice provide guidelines for a *building inspection* and define certain terms relating to these *inspections*. Italicized words in these Standards are defined in Part IV, Glossary of Terms.

A *building inspection* is a noninvasive, visual survey and basic operation of the accessible *systems* and *components* of a building, which can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the *Inspector*. The purpose of the *inspection* is to provide the Client with information regarding the general *condition* of the *building(s)* to assist client in determining what corrections or further evaluations the Client should have corrected, evaluated, or obtain estimates for repair prior to the release of contingencies.

A *building inspection* report provides written documentation of material defects discovered in the *inspected building's systems* and *components* which, in the opinion of the *Inspector*, are *safety hazards*, are not *functioning* properly, or appear to be at the ends of their service lives. The report will include the *Inspector's* recommendations for *correction* or further evaluation. Client should consider all available information when negotiating regarding the Property. *Inspections* performed in accordance with these Standards of Practice are not *technically exhaustive* and shall apply to the *primary building* and its associated *primary parking structure*. Cosmetic and aesthetic *conditions* shall not be considered as stated in the CA Business and Professions Code 7195(b).

Part II. Standards of Practice

A *building inspection* includes the *readily accessible systems* and *components* or a *representative number* of multiple similar *components* listed in Sections 1 through 10 subject to the limitations, exceptions, and exclusions in each section and in Part III.

SECTION 1 - Foundation, Basement, and Under-floor Areas

A. Items to be *inspected*:

1. Foundation
2. Floor framing *system*
3. Under-floor ventilation
4. Foundation anchoring
5. Cripple wall bracing
6. Wood separation from soil
7. Insulation

B. The *Inspector* is not required to:

1. *Determine* size, spacing, location, or adequacy of foundation bolting/bracing *components* or reinforcing *systems*
2. *Determine* the composition or energy rating of insulation materials

SECTION 2 - Exterior

A. Items to be *inspected*/reported:

1. Surface grade directly adjacent to the *building*
2. Doors and windows
3. Attached decks, porch, balconies
4. Stairways that are attached to the *building*, attached decks, or porch

5. Wall cladding and trim

6. Portions of patios, walkways, and driveways that are adjacent to the *building*

B. The *Inspector* is not required to:

1. *Inspect* door or window screens, shutters, awnings, or security bars
2. *Inspect* fences or gates, or operate automated door or gate openers or their safety devices
3. Use a ladder to *inspect systems* or *components*

SECTION 3 - Roof Covering

A. Items to be *inspected*/reported:

1. Covering
2. Drainage
3. Flashings
4. Penetrations
5. Skylights

B. The *Inspector* is not required to:

1. Walk on the roof surface if in the opinion of the *Inspector* there is risk of damage or a hazard to the *Inspector*
2. Warrant or certify that roof *systems*, coverings, or *components* are free from leakage

SECTION 4 - Attic Areas and Roof Framing

A. Items to be *inspected*/reported:

1. Framing
2. Ventilation
3. Insulation

B. The *Inspector* is not required to:

1. *Inspect* mechanical attic ventilation *systems* or *components*
2. *Determine* the composition or energy rating of insulation materials

SECTION 5 - Plumbing

A. Items to be *inspected*/reported:

1. Water supply piping
2. Drain, waste, and vent piping
3. Faucets, toilets, sinks, tubs, showers
4. Fuel gas piping
5. Water heaters

B. The *Inspector* is not required to:

1. Fill any *fixture* with water, *inspect* overflow drains or drain-stops, or *evaluate* backflow *devices*, waste ejectors, sump pumps, or drain line cleanouts
2. *Inspect* or *evaluate* water temperature, balancing *devices*, temperature fluctuation, time to obtain hot water, water circulation, or solar heating *systems* or *components*
3. *Inspect* whirlpool baths, steam showers, or sauna *systems* or *components*
4. *Inspect* fuel tanks or *determine* if the fuel gas *system* is free of leaks
5. *Inspect* wells or water treatment *systems*

SECTION 6 - Electrical

A. Items to be *inspected*/reported:

1. Service *equipment*
2. Electrical panels
3. Circuit wiring
4. Switches, receptacles, outlets, and lighting *fixtures*

B. The *Inspector* is not required to:

1. *Operate* circuit breakers or circuit interrupters
2. Remove cover plates
3. *Inspect* de-icing *systems* or *components*
4. *Inspect* onsite, photovoltaic, or emergency electrical generation or electrical storage *systems* or *components*

SECTION 7 - Heating and Cooling

A. Items to be *inspected*/reported:

1. Heating *equipment*
2. Gas venting
3. Central cooling *equipment*
4. Energy source and connections
5. Combustion air and exhaust vent *systems*
6. Condensate drainage
7. Conditioned air distribution *systems*

B. The *Inspector* is not required to:

1. *Inspect* heat exchangers or electric heating elements
2. *Inspect* non-central air conditioning units or evaporative coolers
3. *Inspect* radiant, solar, hydronic, or geothermal *systems* or *components*
4. *Determine* volume, uniformity, temperature, airflow, balance, or leakage of any air distribution *system*
5. *Inspect* electronic air filtering or humidity control *systems* or *components*

SECTION 8 - Building Interior

A. Items to be *inspected*/reported:

1. Walls, ceilings, and floors
2. Doors and windows
3. Stairways, handrails, and guardrails
4. *Permanently installed* cabinets
5. *Permanently installed* cook-tops, mechanical range vents, ovens, dishwashers, and food waste disposers
6. Absence of smoke and carbon monoxide alarms
7. Vehicle doors and openers

B. The *Inspector* is not required to:

1. *Inspect* window, door, or floor coverings
2. *Determine* whether a *building* is secure from unauthorized entry
3. *Operate*, test or *determine* the type of smoke or carbon monoxide alarms
4. Test vehicle door safety *devices*
5. Use a ladder to inspect *systems* or *components*

SECTION 9 - Fireplaces and Chimneys

A. Items to be *inspected*/reported:

1. Chimney exterior
2. Spark arrestor
3. Firebox
4. Damper
5. Hearth extension

B. The *Inspector* is not required to:

1. *Inspect* chimney interiors
2. *Inspect* fireplace inserts, seals, or gaskets
3. *Operate* any fireplace or *determine* if a fireplace can be safely used

SECTION 10 – Pool, Spa, & Hot Tub Safety Features

A. Items to be *inspected*/reported when required by the California Swimming Pool Safety Act:

1. *Enclosure*
2. *Mesh fence*
3. *Pool*, spa, or hot tub cover
4. Exit alarms
5. Self-closing, self-latching door *devices*
6. *Pool*, spa, or hot tub alarms
7. Other means of State-approved protection

B. The *Inspector* is not required to:

1. Verify compliance with any standard or labeling
2. *Inspect* any other *component* of the pool, spa, hot tub, or its *systems*

Part 111. Limitations, Exceptions, and Exclusions

A. The following are excluded from a real estate *inspection*:

1. *Systems* or *components* of a *building*, or portions thereof, which are not *readily accessible*, not *permanently installed*, or not *inspected* due to circumstances beyond the control of the *Inspector* or which the Client has agreed are not to be *inspected*
2. Site improvements or amenities, including, but not limited; accessory *buildings*, fences, planters, landscaping, irrigation, swimming pools, spas, hot tubs, ponds, waterfalls, fountains, or their *components* or accessories
3. Auxiliary features of *appliances* beyond the *appliance's* basic *function*
4. *Systems* or *components*, or portions thereof, which are underground, underwater, or where the *Inspector* must come into contact with water
5. Common areas as defined in California Civil Code section 1351, et seq., and any dwelling unit *systems* or *components* located in common areas
6. *Determining* compliance with manufacturers' installation guidelines or specifications, *building* codes, accessibility standards, conservation or energy standards, regulations, ordinances, easements, setbacks, covenants, or other restrictions
7. *Determining* adequacy, efficiency, suitability, quality, age, marketability or advisability of purchase, or remaining life of any *building*, *system*, or *component*

8. Structural, architectural, geological, environmental, hydrological, land surveying, or soils-related examinations
9. Acoustical or other nuisance characteristics of any *system* or *component* of a *building*, complex, adjoining property, or neighborhood
10. *Conditions* related to animals, insects, or other organisms, including fungus and mold, and any hazardous, illegal, or controlled substance, or the damage or health risks arising there from
11. Wood Destroying Organisms (WDO) including termites or any insect, as well as rot or any fungus, that damage wood
12. *Inspect* or identification for the presence of animals or animal activity
13. Risks associated with events or *conditions* of nature including, but not limited to; geological, seismic, wildfire, and flood
14. Water testing or *determining* leakage in shower pans, pools, spas, hot tubs, or any body of water or vessel
15. *Determining* the integrity of hermetic seals or reflective coatings at multi-pane glazing
16. Differentiating between original construction or subsequent additions or modifications
17. Reviewing or interpreting information or reports from any third-party, including but not limited to; product defects, recalls, or similar notices
18. Specifying correction procedures or estimating cost to correct
19. Communication, computer, security, or low-voltage, timer, sensor, or similarly controlled *systems* or *components*
20. Evaluate fire extinguishing and suppression *systems* and *components* or *determine* fire resistive qualities of materials or assemblies
21. Elevators, lifts, and dumbwaiters
22. Lighting pilot lights or activating or *operate* any *system*, *component*, or *appliance* that is *shut down*, unsafe to *operate*, or does not respond to *normal user controls*
23. *Operating* shutoff valves or shutting down any *system* or *component*
24. Dismantling any *system*, structure or *component* or removing access panels other than those provided for homeowner maintenance

B. The *Inspector* may, at his or her discretion:

1. *Inspect* any *building*, *system*, *component*, *appliance*, or improvement not included or otherwise excluded by these Standards of Practice. Any such *inspection* shall comply with all other provisions of these Standards
2. Include photographs or images in the written report or take photographs for *Inspector's* reference without inclusion in the written report. Photographs may not be used in lieu of written documentation

Part IV. Glossary of Terms

Note: All definitions apply to derivatives of these terms when italicized in the text.

Appliance: An item such as an oven, dishwasher, heater, etc. which performs a specific function

Building: The subject of the inspection and its primary parking structure

Component: A part of a system, appliance, fixture, or device

Condition: Conspicuous state of being

Determine: Arrive at an opinion or conclusion

Device: A component designed to perform a particular task or function

Enclosure: A fence, wall, or other barrier that isolates a swimming pool, spa, or hot tub from the building

Equipment: An appliance, fixture, or device

Fixture: A plumbing or electrical component with a fixed position and function

Function: The normal and characteristic purpose or action of a system, component, or device

Inspect: Refer to Part I, 'Definition and Scope', Paragraph-A

Inspector: One who performs an inspection

Isolation Fence: A barrier around a pool area that isolates the pool area from the building

Mesh Fence: The barrier around the pool, spa, or hot tub area that isolates the pool from the building of which any portion is made of mesh

Normal User Control: Switch or other device that activates a system or component and is provided for use by an occupant of a building

Operate: Cause a system, appliance, fixture, or device to function using normal user controls

Permanently Installed: Fixed in place, e.g. screwed, bolted, nailed, or glued

Primary Building: A building that an Inspector has agreed to inspect

Primary Parking Structure: A building for the purpose of vehicle storage associated with the primary building, which may be attached or detached. Only one primary parking structure may be designated as primary

Readily Accessible: Can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may harm persons or property

Representative Number: Example, an average of one component per area for multiple similar components such as windows, doors, and electrical outlets

Safety Hazard: A condition that could result in significant physical injury

Shut Down: Disconnected or turned off in a way so as not to respond to normal user controls

Swimming Pool: Any structure intended for swimming or recreational bathing that contains water over 18 inches deep. "Swimming pool" includes in-ground and above-ground structures and includes, but is not limited to; hot tubs, spas, portable spas, and nonportable wading pools

System: An assemblage of various components designed to function as a whole

Technically Exhaustive: Examination beyond the scope of a building inspection, which may require disassembly, specialized knowledge, specialized equipment, measuring, calculating, quantifying, specialized testing, exploratory probing, research, or analysis

Client acknowledges having read and understood the CREIA Standards of Practice and understands that the inspection is to be performed in accordance with these Standards

Client: _____ Date: _____
(One signature binds all)

Inspector: _____ Date: _____
Martin Hewitt

ACTIVATION OF UTILITIES AND NOTICE OF CANCELLATION AGREEMENT

THIS IS INTENDED TO BE A BINDING LEGAL CONTRACT

Client: _____ Date and Time: _____

Address: _____ Fee: _____

ACTIVATION OF UTILITIES: In order for Inspector to be able to properly inspect and test the property's systems and components, the gas, water, and electricity ("utilities") must be turned on or otherwise fully activated prior to the time of the inspection. In buildings that are vacant, it is not uncommon for one or more of the utilities to be turned off or otherwise deactivated. Due to liability and/or safety concerns, Inspector will not turn on or activate any utility, system, or component at the time of the inspection.

Client understands and agrees that it is Clients responsibility to ensure that the gas, water, and electricity will be activated at the time of the inspection, both inside and outside of the inspected structure(s). Unless damage or danger may result, all water and gas valves should be open, all gas pilot lights should be lit, and all electrical system components (panelboards, circuit breakers, etc.) should be activated.

If any of the utilities, systems, or components to be inspected are not activated at the time of the inspection and Client is not present at the inspection, Client understands that Inspector will proceed with the inspection as scheduled. If any of the utilities, systems, or components to be inspected are not activated at the time of the inspection and Client is present, Client has the option of having Inspector proceed with the inspection, or to cancel the inspection (see "Notice of Cancellation" below) and paying Inspector a fee equal to 50% of the fee ("fee") listed above. If any of the utilities, systems, or components to be inspected are not activated at the time of the inspection and Client and/or Clients agent(s) or legal representative(s) opt to proceed with the inspection, Client understands that Inspector will not return to the property at a later date for any further inspections, nor issue any additional written inspection reports, unless agreed upon in writing between Inspector and Client.

NOTICE OF CANCELLATION: Client and/or Clients agent(s) or legal representative(s) may cancel the inspection up to 24 hours prior to the time of the inspection listed above ("Date and Time"). If, for any reason, foreseeable or unforeseeable, the inspection is cancelled or Inspector is otherwise instructed by Client and/or Clients agent(s) or legal representative(s) not to proceed with the inspection without first providing Inspector with 24 hours advance notice, Client agrees to pay Inspector a fee equal to 50% of the fee listed above.

To cancel a scheduled inspection, please call or text Inspector at 805-471-9447. To cancel by email, please email Inspector at martin@homeinspectionsservices.com.

By signing below, Client acknowledges having read and understood all the terms and conditions of this contract and voluntarily agrees to be bound thereby.

Client: _____ Date: _____
(One signature binds all)

Inspector: _____ Date: _____
Martin Hewitt