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## Commercial Building Inspection Contract

The address of the property is:

\_\_\_\_\_.

Fee for the Commercial Building Inspection is \_\_\_\_\_.

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between WISPECT LLC

(Hereinafter "INSPECTION AGENCY") and the undersigned, \_\_\_\_\_ (hereinafter "CLIENT").

### The Parties Understand and Agree as follows:

1. INSPECTION AGENCY GUARANTEES to assign a Registered and Certified INSPECTOR \_\_\_\_\_ (Hereinafter "INSPECTOR") to perform a visual inspection of the Commercial Building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
2. INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the State of Wisconsin and WISPECT, LLC and the applicable Laws of the State of Wisconsin.
3. CLIENT understands that the inspection will be performed in accordance to the aforementioned Standards and Laws, which contain certain limitations, exceptions, and exclusions.
4. The inspection and report are performed and prepared for the use of CLIENT, who **gives/does not give** INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties.
5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic commercial building inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic commercial building inspection. The Commercial Building Inspection Report will include

the following systems and items only:

- Structural Components
- Exterior Structure
- Attic
- Drainage Systems
- Electrical Systems
- Heating Systems
- Grounds Associated with the Structure
- Interior
- Foundation
- Plumbing System
- Central Air Conditioning Systems
- Insulation and Ventilation Systems
- Roofing System
- Hard-Wired/Built-in Appliances

NEITHER THE INSPECTION AND THE INSPECTION REPORT IS A WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY INSPECTED STRUCTURAL SYSTEM, ITEM, ELECTRO-MECHANICAL SYSTEM. THE INSPECTION WRITTEN REPORT IS NOT INTENDED TO REFLECT THE VALUE OF THE PREMISES OR TO MAKE ANY REPRESENTATION AS TO THE ADVISABILITY OR INADVISABILITY OF PURCHASE OR SUITABILITY FOR USE.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions may release INSPECTOR and its agents from any and all obligations.
7. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.
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. 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. CLIENT shall have no cause of action against INSPECTOR after two (2) years from the date of the inspection.
9. Payment is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments. \_\_\_\_\_

Client Initial

THE ABOVE IS UNDERSTOOD AND AGREED TO, AND CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Randall S. Berger for WISPECT LLC®

\_\_\_\_\_  
Date