



PRE-INSPECTION AGREEMENT

PROPERTY DESCRIPTION: _____

STREET ADDRESS: _____

CITY, STATE & ZIP: _____

DESIGNATED CONTACT: _____

CLIENT SIGNATURE: _____

I AGREE TO THE TERMS & CONDITIONS BELOW

TYPE OF INSPECTION: _____

TOTAL INSPECTION FEE: \$ _____ . _____ (VIA CHECK)

EMAIL: _____

PHONE NUMBER: (_____) _____ - _____

DATE OF AGREEMENT: _____ / _____ / _____

TERMS & CONDITIONS

THE CLIENT IDENTIFIED ABOVE AND THE MERIDIAN INSPECTIONS, INC. ("INSPECTOR") AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- INSPECTOR agrees to perform a visual inspection of the building, and to provide CLIENT with a written inspection report identifying the building's features that INSPECTOR both observed and deemed material to the report. Where accessible, INSPECTOR will view a representative sample of the building components covered under this inspection to be used in the preparation of the written inspection report. INSPECTOR will not test or otherwise analyze elements of the building where destruction or dismantling of the particular element is required. The purpose of the inspection is to enhance the CLIENT or the CLIENT'S insurance company's knowledge of the building.
- As noted above, this building inspection is visual only. In certain instances, INSPECTOR may engage or deploy certain mechanical or other systems in the building for purposes of preparing the written inspection report. However, it is not possible to engage or deploy many systems in a building, including (but not limited to) fire-suppression systems and, thus, determination of whether such systems are properly functioning or otherwise in need of repair, replacement, or maintenance is beyond the scope of this inspection. Upon request, INSPECTOR will provide a SCOPE OF WORK outlining the specific elements of the building to be inspected under this Agreement. Where noted in the written inspection report, INSPECTOR may recommend, and CLIENT acknowledges that such may be necessary, that CLIENT hire a professional engineer, or other qualified and licensed professional, to provide an independent inspection and analysis of certain elements that may be beyond the scope of this inspection. Unless otherwise indicated below, CLIENT understands that this inspection EXCLUDES compliance with applicable building codes, or testing for the presence of potential dangers arising from (but not limited to) asbestos, lead paint, formaldehyde, molds, radon gas, soil contamination, and other environmental hazards or violations.
- INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the building or its components. Any 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.
- INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies, either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and 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. 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 (1) to reflect the fact that actual damages may be difficult and impractical to ascertain; (2) to allocate risk among the INSPECTOR and CLIENT; and (3) to enable the INSPECTOR to perform the inspection at the stated fee.
- 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 will release INSPECTOR and its agents from any and all obligations or liability of any kind. Additionally, if there is a dispute between INSPECTOR and any consultant or third party arising out of INSPECTOR'S inspection, CLIENT agrees to provide INSPECTOR with reasonable access to the premises upon request by the INSPECTOR.
- The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. 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.
- 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 INSPECTOR or its agents shall be binding unless reduced to writing and signed by 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. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.
- Payment of the fee to INSPECTOR is due at the time of the inspection for residential inspections, and within ten (10) days of the inspection for commercial inspections. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guarantee payment of the fee by the entity.