

Job No.: BR-09-

AGREEMENT FOR SERVICES
Building Inspection



This is the complete agreement regarding engineering services to be provided by Brown Engineering, Inc. d/b/a Criterium-Brown Engineers related to the property described below. This is intended to be a legally binding agreement. Please read it carefully.

CLIENT:

LOCATION OF PROPERTY:

(street)
(city/state)

INSPECTION SCHEDULE:

DATE: , 2009 (weather permitting)
TIME: AM (approximate)
ENGINEER:

DESCRIPTION OF PROPERTY:

Approximate age? (years) Current occupancy:
Approximate size? (sq. ft.) Current configuration:
Garage? Additional buildings?

INSPECTION SERVICES TO BE PROVIDED (see page 2 for descriptions, initial choice):

STANDARD INSPECTION \$ EXHAUSTIVE INSPECTION \$

TESTING SERVICES TO BE PROVIDED:

Radon air test \$150 No tests requested
Radon water test (\$60) Standard water test(\$65)
Other:

TOTAL FEE: \$ The fee is to be paid at or before the inspection. A 24-hour notice of cancellation is requested. Otherwise, a cancellation fee may apply.

All inspections are performed in accordance with the Standards of Practice of the National Academy of Building Inspection Engineers (NABIE), a copy of which is available on request or at www.nabie.org. While we will report readily visible evidence of mold infestations, this inspection should not be considered a specific mold investigation of any kind. (Please read and initial below)

The results of the inspection will be provided in a written report prepared exclusively for your benefit.

You are encouraged to be at the inspection to discuss your questions and concerns. However, the written report is the exclusive source of information regarding our observations and conclusions. All discussions that occur at the inspection are preliminary in nature and should not be the basis for any final decisions regarding this property. Further, owning any property involves some risk. No inspection can reveal everything that might be of interest or significance to you regarding this property.

Our inspection is not a guarantee or warranty regarding the condition of this building. Except as otherwise noted herein, our maximum liability for loss suffered by the CLIENT due to any cause is limited to our inspection fee. If you bring an action against the ENGINEER and the ENGINEER prevails, they shall be entitled to recover costs and expenses, including reasonable attorneys' fees and costs.

X

(Client Initial) (Engineer Initial)

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AGREEMENT FOR SERVICES (continued)



## Building Inspection

### CHOICE OF INSPECTION SERVICES:

*(After reviewing these descriptions, both the client and engineer should initial where noted, to indicate the type of inspection chosen. As our client, you are making a choice of services to be provided. If you have any questions, please contact us immediately.)*

**STANDARD INSPECTION:** A **limited** visual inspection to identify significant deficiencies and/or repairs needed in the major (Client systems (structural, heating, air conditioning, plumbing, electrical, roof, exterior) as well as provide a general understanding of Int'l) the property. This is a limited inspection based on visible evidence readily available during the inspection (without moving furnishings, removing finishes, etc.) and is the opinion of the engineer performing the inspection.

\_\_\_\_\_  
(CBE  
Int'l)

\_\_\_\_\_  
(Client Int'l) EXHAUSTIVE INSPECTION: A STANDARD INSPECTION PLUS invasive testing and/or equipment disassembly as approved by client and property owner, in advance, to gather all reasonably available and relevant information about the property. This inspection is specifically **not limited** to readily available visible evidence and requires invasive testing which may include moving furnishings, removing wall coverings and/or drilling into wall cavities (to check for structural damage, for example) and requires the current owner's written permission. Unlike the Standard or Limited Inspection, **our maximum liability for loss suffered by the CLIENT due to any cause is limited to our inspection fee or \$10,000.00, whichever is greater.** In addition, because of the additional services provided under an Exhaustive Inspection, the results of the inspection will be provided in a written report, typically available within 5 business days after the inspection unless prior arrangements are made.

MOLD EXCLUSION: This inspection is not for the specific purpose of determining the presence of organic substances in the building. If, however, during the inspection, we knowingly encounter such substances, we will notify you of the presence of these substances without accepting any liability whatsoever for any damage or harm caused by the substances. It is your responsibility to determine if further testing is required and to retain an independent, qualified professional to perform such tests.

The above is understood and accepted.

\_\_\_\_\_  \_\_\_\_\_  
Client Signature (one signature binds all parties) (Date)

\_\_\_\_\_  
Criterion-Brown Engineer Signature (Date)

### **PAYMENT INFORMATION:**

\_\_\_\_ To be paid by personal check on site at inspection OR

\_\_\_\_ Credit Card: \_\_\_\_ Master Card \_\_\_\_ Visa Cardholder Name (on card): \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

### **IMPORTANT – PLEASE NOTE**

We will not release a copy of your report (and, if applicable, test results – either in verbal or written form) to anyone else without your written consent. This consent must indicate to whom the report and/or test results are to be sent.

**Please initial your selection accordingly.**

**Do Not Release Any:** \_\_\_\_\_

Report Only: \_\_\_\_\_

Report & Test Results: \_\_\_\_\_

Test Results Only: \_\_\_\_\_

To: \_\_\_\_\_

Email address: \_\_\_\_\_