



RESIDENTIAL STRUCTURAL OBSERVATION AGREEMENT

Property Owner Name/Client: _____
Contact Person Name & Phone number: _____
Property Address: _____
Billing Address: _____
Description of items to be observed: _____

Terms & Conditions:

This is an agreement by and between the Property Owner and Structural-Innovations Engineering & Consulting, PC (the Engineer), to perform the scopes of work for the single-family residence described above. This agreement covers the first inspection for the subject property. The Property Owner is responsible for all fees for these observations. This is intended to be a legally binding agreement.

These are limited observations based on visible evidence readily available during the inspection. The Engineer will use his skill and judgment to provide an informative and unbiased report. The Property Owner understands that no inspection can reveal every detail of a structure or equipment that might be of interest. The verbal and written reports are not to be construed as guarantees or warranties of the condition of the buildings and grounds. The Engineer's maximum liability for loss suffered by the Property Owner due to any cause is limited to the amount of the Engineer's fee paid by the Property Owner. This shall be the sole exclusive remedy for any loss suffered by the Property Owner arising out of the Engineer's performance under this agreement.

The Client understands that the inspection does not include discovering or evaluating any hazardous materials, including, but not limited to, mold, mildew, fungi, toxins, and carcinogens. If the Engineer knowingly finds and recognizes such substances during an inspection, the Client will be informed as a courtesy, either verbally or in writing. However, the Engineer does not assume any liability whatsoever for any failure to report hazardous materials, or for any damage or harm caused by any such substances. The client is responsible for deciding if further investigation or testing is necessary, and for employing an independent and qualified professional to perform those services.

Unless other arrangements are made, the Engineer will perform the inspection and mail the report within three business days after this agreement is received at the Engineer's office. If the property is occupied, the Property Owner shall arrange for prompt, clean, and safe entry to all portions of the property including unlocking all access doors to crawl spaces.

The Engineer's fee is due prior to any inspection or other work being completed unless prior arrangements have been made. The Property Owner agrees to notify the Engineer of any cancellation or postponement of the inspection at least 24 clock hours prior to the scheduled time and date or to pay a cancellation fee equal to 25% of the inspection fee. If the purchase or loan transaction is cancelled or postponed for any reason after the inspection is performed, the fee shall be remitted to the Engineer's office within 10 calendar days. The Property Owner agrees to pay a 1 ½ % per month service charge (18% A.P.R.) on any overdue account. The Property Owner agrees to pay all attorneys' fees, court costs, collection agency fees and all other additional costs, including the labor of the Engineer and his staff at their customary billing rates that the Engineer incurs to collect an overdue account.

Property Owner/Representative Signature _____ Date _____

Printed or Typed Name _____