

Towne & Country Building Inspection, Inc.
COMMERCIAL PROPERTY WALK-THROUGH SURVEY AGREEMENT

This Agreement is made this _____ day of _____, 20____, by and between
Towne & Country Building Inspection, Inc. (“CONSULTANT”) and
_____ (“CLIENT”).

Address Of Property To Be Inspected (the “Premises”). The property to be inspected is located at:

Address: _____ City: _____ State/Zip: _____

1. **Scope of Services.** The CONSULTANT will employ a qualified field observer who will conduct a Walk-Through Survey of the Premises and prepare a Property Condition Report (PCR) that contains the CONSULTANT’S observations and opinions as to the Premises’ condition. The Walk-Through Survey is (a) limited in scope; (b) not a building code or ADA (Americans with Disabilities Act) compliance inspection; and (c) is conducted in accordance with all conditions and provisions listed here or on the attached pages which are a part of and included with the PCR. The Walk-Through Survey is conducted during the field observer’s site visit of the Premises and consists of non-intrusive visual observations and survey of readily accessible, easily visible components and systems of the Premises. Concealed physical deficiencies are excluded. The Walk-Through Survey is performed in accordance with the most current edition of “ASTM E-2018 Standard Guide for Property Condition Assessments; Baseline Property Condition Assessment Process”, with the exception of Section 7 – Document Reviews and Interviews (Section 7 in its entirety and all related subsections), subsection 8.4.8 – Vertical Transportation and Section 9 – Opinions of Probable Costs (Section 9 in its entirety and all related subsections), which are excluded from this Walk-Through Survey and PCR. Copies of this document are available upon request. The Walk-Through Survey is performed by a field observer who will report the conditions and symptoms observed, but not the causes, remedies and/or costs of correction.

2. **The Walk-Through Survey.** The Walk-Through Survey should not be considered technically exhaustive. In the Walk-Through Survey, the field observer will not: remove floor or wall coverings, move furniture, fixtures, equipment or stored items, open walls or perform any type of destructive testing. The field observer will not dismantle equipment, operate shut-off valves, engage pilot lights or survey systems that have been shut down. Any general comments which may appear about these systems and conditions are provided as a courtesy only and **DO NOT** represent or form a part of the Walk-Through Survey. Additionally, the field observer will not survey items inaccessible because of soil, vegetation, walls, floors, coverings, carpets, furnishings, fixtures or equipment, water, ice, snow or any conditions that would present a hazard to the field observer.

3. **Due Diligence.** The Walk-Through Survey and resultant PCR are only a part of the overall Due Diligence process that should be undertaken or contracted for by the CLIENT. The PCR recites the general physical condition of the Premises **AT THE TIME OF THE WALK-THROUGH SURVEY ONLY**. It is usual and customary for the CLIENT (or the CLIENT’S employees and/or other consultants) to perform Due Diligence items that are not included in the scope of the Walk-Through Survey, including, but not limited to, document review, tenant and staff interviews, permit and zoning research, code compliance, insurance risk assessments, status of life safety and equipment inspections, environmental studies, energy audits, determination of costs and procedures to repair deficiencies indicated in the PCR, and ongoing maintenance costs. The CLIENT is advised to obtain a separate Phase One Environmental Assessment (ASTM E-1527), performed by others, when necessary.

4. **Not A Warranty.** This Walk-Through Survey is not a warranty or guaranty, express, implied or otherwise, of the adequacy and/or performance of any structure, system or their component parts as observed as part of the Walk-Through Survey. The PCR is valid for the day and time of the inspection only, as building systems can develop problems at the most unexpected times or even immediately following the day and time of the Survey. CLIENT recognizes and understands there is no representation of warranty or guaranty of expected remaining future life for the items observed. In addition, there is no warranty of habitability, merchantability or fitness of use as to the condition of the Premises. If the PCR reports an item is not performing its intended function, needs repair or shows evidence of prior damage, the CONSULTANT strongly suggests having that item examined by a specialist before purchasing the Premises. It is also understood and agreed that CONSULTANT is not an insurer, and does not insure against defects in the Premises. The PCR is not to be considered an insurance policy.

5. **Fee for Services.** CLIENT agrees to pay CONSULTANT a Walk-Through Survey fee in the amount of \$_____. The fee for the survey is due upon delivery of the PCR. A \$50.00 fee will be applied to all returned checks and to any invoice outstanding thirty (30) days or more from the time of the Survey. Any follow-up visit to the Premises shall be a minimum charge of \$150.00 due at the time of the follow-up visit.

6. **Use By Client.** The Walk-Through Survey and resultant PCR as described herein are performed and prepared for the confidential and exclusive use and possession of the CLIENT and are NOT intended to provide complete information about the Premises. The PCR should not be solely relied upon and/or used to make decisions as to whether the Premises should be purchased. The PCR is the sole property of the CLIENT and is not transferable to any other party.

7. **Items Not Included** The Walk-Through Survey (a) is limited to the major systems of the building and improvements; (b) renders only the opinion of the field observer and (c) is based upon items readily accessible and observable. The Walk-Through Survey is essentially visual and does not warrant or represent that every defect will be discovered. The parties agree that the ASTM E-2018 standards, most current edition, shall define the standard of care and duty and the conditions, limitations and exclusions of the Walk-Through Survey and are incorporated by reference herein. Latent and concealed defects and deficiencies, including, but not limited to, basement flooding, basement seepage and roof leakage, are excluded from this inspection. The Walk-Through Survey and PCR exclude and do not cover those items indicated as "untested" or "not observed" and the Walk-Through Survey is not intended to detect, identify, alert or disclose any health or environmental concerns regarding the building(s) and/or adjacent property, including, but not limited to, the presence of asbestos, radon, lead, urea formaldehyde, fungi, mold, conditions related to mold, bio-organic growth, conditions related to animals, rodents, insects, wood-destroying insects or organisms, pathogenic organisms, PCB's, or any other toxic materials or substances contained in the water, air, soils or building materials or products. The Walk-Through Survey specifically excludes flammable materials; water testing; telephone systems; intercom systems; security systems; antennas; swimming pools and pool equipment; spas; energy efficiency measurements; underground storage tanks; underground drainage; irrigation; outdoor grills; low voltage exterior lighting; remote overhead door transmitters and receivers; concealed or underground electric and plumbing; systems which are shut down or otherwise secured; private sewer systems; water wells; chimney draft; zoning or other ordinances; and building code conformity. All items indicated as being excluded in the ASTM E-2018 standards are also excluded herein. The CLIENT understands that these systems and conditions, and information about them, are excluded from this Walk-Through Survey and Property Condition Report. Any general comments which may appear about these systems and conditions are provided as a courtesy only and DO NOT represent or form a part of the Walk-Through Survey.

8. **Consultant's Representation.** CONSULTANT warrants and represents that CONSULTANT does not have any interest, present or contemplated, in the property observed or its improvements, and CONSULTANT has no involvement with tradespeople or benefits are derived from any sales or improvements. To the best of CONSULTANT'S knowledge and belief all statements and information in this report are true and correct.

9. **Limitation of Actions.** No action shall be maintained by CLIENT against CONSULTANT unless written notice, sent by certified mail, return receipt requested, setting forth that an installed system or component of the Premises which was surveyed by the field observer was not in the condition reported by the field observer, is delivered by CLIENT to CONSULTANT within ten (10) business days after the discovery of such defect becomes known to CLIENT. CLIENT agrees that, with the exception of emergency conditions, CLIENT or CLIENT'S agents, employees or independent contractors will make no alterations, modifications or repairs to the claimed discrepancy prior to re-examination by CONSULTANT. Furthermore, any action must be commenced by CLIENT within one (1) year after the date of the Walk-Through Survey or will be deemed waived and forever barred. This provision applies regardless of the applicable State of Wisconsin statute of limitations which may provide CLIENT with a longer period of time to initiate a claim or cause of action.

10. **Dispute Resolution Forum.** CONSULTANT and CLIENT (and any other person claiming to have relied upon the PCR) specifically agree that any controversy or claim arising out of or relating to the observations under this Agreement, or breach thereof, shall be resolved exclusively through Resolute Systems, subject to the applicable Wisconsin Statutes and Administrative Rules. CLIENT retains the right to report problems to the Wisconsin Department of Regulation and Licensing. Information about Resolute Systems, including costs, fees, rules and procedures are available through: Resolute Systems, 1550 N. Prospect Avenue, Milwaukee, Wisconsin, 53202; Phone (414) 276-4774 or toll free (800) 776-6060; facsimile (414) 270-0932.

11. **Attorney Fees.** The prevailing party in any dispute arising out of this Agreement, the Walk-Through Survey or the Property Condition Report shall be awarded reasonable attorney's fees and other costs.

12. **Assignment.** The rights and obligations under this Agreement may not be assigned by any of the parties hereto without the prior written consent of the other party.

13. **Severability of Provisions.** If any term or condition of this Agreement is held to be invalid or unenforceable, the remainder of the terms and conditions herein shall not be affected thereby and shall remain valid and enforceable.

14. **Governing Law.** This Agreement shall be construed by, interpreted and governed under the applicable laws of the State of Wisconsin.

15. **Entire Agreement.** This Agreement contains the entire understanding between CONSULTANT and CLIENT. There are no other representations, warranties or commitments, express or implied, verbal or nonverbal, except as specifically set forth herein. This Agreement supersedes any and all representations or discussions, whether oral or written, if any, between CONSULTANT and CLIENT relating to the subject matter of this Agreement. No modification, alteration or amendment to this Agreement may be made, in writing or otherwise.

This is a confidential report and has been prepared exclusively for CLIENT and is not intended for general circulation or use by a third party.

CLIENT has had an opportunity to review and discuss this Agreement with CONSULTANT. Acceptance and understanding of this Agreement are hereby acknowledged.

CLIENT:

Date: _____

Printed name: _____

CONSULTANT:

Towne & Country Building Inspection, Inc.

Date: _____

By: _____

Scot W. McLean