



Customer: _____
Inspection Address: _____

THIS AGREEMENT is made and entered into by and between AMAR Group, LLC ("Inspector") and _____ ("Customer"), together referred to as the "Parties", with respect to an inspection or inspections performed at _____ (the "Subject Property").

Authorization/Presence of Customer/Binding Effect

Customer hereby authorizes and contracts for AMAR Group, LLC, to perform an inspection (or inspections) at the Subject Property in accordance with the terms and conditions of this Agreement, and Customer agrees to pay AMAR Group, LLC, the Fee as stated in Attachment D. Customer's signature below acknowledges he¹ has read, understands and agrees to be bound by the terms and conditions outlined in this Agreement. Any acceptance or use of the Inspection Report shall constitute acceptance of all of the terms and conditions herein stated. The presence of the Customer has been requested and encouraged during the inspection. The Customer's presence shall be at his own risk for falls, injuries, property damage, etc. This Agreement is binding on Customer, Customer's representatives, successors and assigns.

Scope of the Inspection

The scope of this inspection is to visually examine the readily accessible portions of the structure and components to determine compliance with DC Construction Code 2013; ICC 2012 and NEC-2011, and the acceptable professional practices as set forth in the District of Columbia Third Party Program Procedure Manual (2018).

Timing of the Inspection

Inspection requests require 48 hours' notice and may be scheduled via telephone, email or in person. Inspections are performed between the hours of 8:00 am and 4:00 pm. Commercial fire inspections may be performed as early as 5:00 am. Same day, weekend and off-hours inspections may be available and are subject to higher fees, as noted in the section entitled *Inspection Fee* on page 2 of this document.

DCRA Approval and Requirements

The District of Columbia's Department of Consumer and Regulatory Affairs (DCRA) must approve the Third-Party Notice of Intent before AMAR Group, LLC, can conduct any inspection(s). The Customer understands DCRA requires all approved documents (including drawings and permits) to be on site and posted at the time of each inspection. AMAR Group, LLC, must perform at least one rough/close/groundwork or final inspection on each permit. The Customer must let AMAR Group, LLC, know at the time the Agreement is signed if a Certificate of Occupancy will be required.

Customer's Initials: _____

¹ Masculine pronouns are used for ease of reading; wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise. If the context dictates, the utilized pronoun shall also include a corporate entity or multiple people.



Third-Party Inspection Field Report

AMAR Group, LLC, agrees to prepare a Third-Party Inspection Field Report as documentation of the Inspector's observations resulting from his performance of the specified Scope of Inspection. The Third-Party Inspection Field Report is not to be considered an implied or expressed warranty on the Subject Property or its components concerning future use, operability, habitability or suitability.

Inspection Fee

The Customer agrees to pay AMAR Group, LLC, the total fee before, the time of inspection. AMAR Group, LLC, will issue an invoice by email and will accept payment in the form of cash, check, wire transfer or credit card (subject to a 4% processing fee). If such payment is not received by the time of the inspection, Customer agrees that AMAR Group, LLC, may choose not to release the Report until full payment is received. Invoices remaining unpaid after thirty (30) days will be subject to late fees of 5% of the outstanding balance per month.

The Inspection Fee is based on a maximum of two (2) hours per inspection. Thereafter, the rate for any inspection is \$250 per additional hour.

Rush requests (less than 24-hours' notice), weekend, and off-hours Inspections are \$550 per visit/per trade (\$350 Inspection fee, plus \$200 rush/weekend/off-hours fee).

The following information attached to this Agreement is part of the Agreement and incorporated by reference. Together, these documents represent the entire agreement between the parties. In the event any provision is held to be unenforceable, it shall be severed from the Agreement and the remaining provisions shall be fully enforced: Attachment A, *Standard Terms and Conditions*; Attachment B, *Scope of Work*; Attachment C, *Contact Information*; and Attachment D, *Fee Schedule*.

I acknowledge that I have read, understand and accept the terms, conditions and limitations as outline in this Property Inspection Agreement and its attachments.

Customer's Printed Name: _____

Customer's Signature: _____ Date: _____



**Attachment A
Standard Terms and Conditions**

Client's Responsibilities

Client shall provide information for the project necessary for the third-party inspection to be conducted, recognizing that the Inspector will rely on completeness and accuracy of the provided information to conduct the inspection(s). The information requested in Attachment C must be completed in its entirety before the inspection will be conducted.

Safety

The Inspector cannot light pilot lights, activate the main water, gas or electrical controls, energize electrical circuits which are off, remove panel, or operate any controls other than user controls which are normally operated by the building occupants, nor can the Inspector move items in order to gain access to an area or component. Decisions relating to safety are at the Inspector's discretion, but they are specifically prohibited from climbing on roofs during high winds, roofs that are slippery or high pitched, or entering areas in which potentially dangerous pets are contained.

Accessibility and Non-inspection

When inspection of any system or component is limited or is designated as not inspected due to inaccessibility or for any other reason, the Customer must understand that condition affecting the structure, systems or component may be present. Therefore, it is strongly recommended that the Customer take additional measures to examine the areas or items. Additional trips for reinspection, or to perform or complete an inspection for reasons beyond the control of AMAR Group, LLC (e.g. weather, inaccessibility of the site of the inspection, inactive utilities, or an inability to gain access to the premises), will be performed at an additional fee.

Attorney's Fees

Except as provided above for arbitration of disputes, if a claim is made against AMAR Group, LLC for any alleged error, omission or other act arising out of the performance of this inspection, and the Customer fails to prove such claim, Customer agrees to pay all costs, attorney's fees and legal expenses incurred by AMAR Group, LLC, and its employees, agents, inspectors, directors, shareholders, successors and assigns in the defense of the claim.

Time Limit for Action

No action, whether in contract or tort, shall be brought against AMAR Group, LLC, in arbitration or a court of law beyond the earlier of six (6) months following the date of the Third-Party Inspection Field Report or 120 days after discover by Customer of the condition which forms the basis of the action.

Customer's Initials: _____



Limited Warranty

The Customer acknowledges that AMAR Group, LLC, warrants only that its inspection services will be performed in accordance with the Scope of Work (Attachment B) and the acceptable professional practices as set forth in the District of Columbia Third Party Program Procedure Manual (2018).

In the event of a breach or a failure of the foregoing warranty, misrepresentation or negligent inspection by AMAR Group, LLC (excluding willful misconduct), Customer agrees that the liability of AMAR Group, LLC, and of its agents, employees and inspectors, for claims or damages, costs of defense and suit, attorneys' fees, and expenses and payments arising out of or in any way connected with errors or omissions in the inspection or the Inspection Report shall be limited to liquidated damages in an amount equal to an amount paid for inspection to AMAR Group, LLC by Customer. Customer and AMAR Group, LLC, acknowledge 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; to allocate risk between AMAR Group, LLC and Customer; and 3. To enable AMAR Group, LLC, to perform the inspection at the stated fee. In the event of the tender by AMAR Group, LLC of a refund of the Inspection Fee, such refund shall be full and final settlement for all present and future claims and causes of action and AMAR Group, LLC, shall be thereupon generally and fully released.

Except as expressly provided herein, Customer agrees to indemnify and hold AMAR Group, LLC, harmless from and against all liability, claims, causes of action, damages ad actions, including AMAR Group, Inc's breach of contract, misrepresentation ad negligence, and including costs and attorney's fees, related to or arising from the conduct of the inspection which is the subject of this Agreement (excluding willful misconduct).

Inspector-related Claims

Customer hereby expressly waives any cause of action against the inspector personally, excluding only willful misconduct, and agrees to look solely to AMAR Group, LLC, for any and all liability related to the inspection, including the misrepresentation or negligence of the inspector. Customer hereby agrees to indemnify the inspector personally for any and all causes of action, including costs of defense and attorney's fees, related to or arising from any claim brought by Customer against the Inspector.

Third-Party Indemnification

The Third-Party Inspection Field Report is not intended for use by anyone other than the Customer and DCRA. No third party shall have any right arising from this Agreement or the Inspection Report. In consideration for the furnishing of the Property Inspection Report, the Customer agrees to indemnify and hold harmless AMAR Group, LLC, its agents, employees, inspectors, directors, officers, shareholders, successors and assigns, for all costs, expenses, legal fees, awards, settlements, judgments, ad any other payments of any kind whatsoever incurred and arising out of a law suit, cross-complaint, countersuit, arbitration, administrative proceeding, or any other legal proceeding brought by any third party who claims that he relied on representations made in such Third-Party Inspection Field Report and was damaged thereby. Customer's request that AMAR Group, LLC, release copies of the Third-Party Inspection Field Report shall be made in writing.

Customer's Initials: _____



**Attachment B
Scope of Work**

Project Address: _____

Service(s) to be Conducted: _____

Special Notes, Conditions or Concerns: _____

Building Permit #: _____

Electrical Permit #: _____

Plumbing Permit #: _____

Mechanical Permit #: _____



Attachment C
Contact Information

This form must be completed in its entirety before an inspection will be conducted

Please print legibly

Contractor Name: _____ Contractor Number: _____

Requestor/Contact Information:

Contact's Name: _____

Office Phone Number: _____

Cell Phone Number: _____

Fax Number: _____

E-mail Address: _____

Responsible Party (Person responsible for paying the invoice)

Contact's Name: _____

Office Phone Number: _____

Cell Phone Number: _____

Fax Number: _____

Mailing Address:

E-mail Address: _____



**Attachment D
Fee Schedule**

This fee schedule is subject to change. Ensure you have confirmed current rates prior to signing the Agreement

Inspection Type	Inspection Rates (Per Inspection)
No Show/Not Ready for Inspection	\$150.00
Building Inspections	\$380.00
Electrical Inspections	\$380.00
Mechanical Inspections	\$380.00
Plumbing Inspections	\$380.00
Re-inspection (Per Discipline)	\$280.00
Fire Alarm Inspections	\$500.00
Sprinkler Inspections	\$500.00
Electrical Rough/Close and TPF Inspections	\$480.00 (same day/same time)
Plumbing Rough/Close & Gas Inspections	\$480.00 (same day/same time)
Fire Alarm & Sprinkler Inspections	\$700.00 (same day/same time)
Inspection Consultation	\$380.00
Senior Engineer Consultation	TBD

Customer's Initials: _____