

ENGINEERING AGREEMENT

Job No: **R-000000-01**

Service Address:

THIS AGREEMENT LIMITS OUR LIABILITY... PLEASE READ CAREFULLY

PURPOSE - (hereafter referred to as the "**CLIENT**") engages **RLM & Associates, LLC** (hereafter referred to as the "**ENGINEER**") to conduct a **LIMITED VISUAL EXAMINATION** and provide a structural inspection report. The inspection aims to inform the **CLIENT** of visually observable structural defects of items listed in the Scope of Inspection and its readily accessible systems and components, subject to the **LIMITATION OF LIABILITY** contained herein.

OWNERSHIP AND USE OF DOCUMENTS - All documents, reports, drawings, and calculations prepared by the **ENGINEER** as instruments of service according to this Agreement, are and shall remain the sole property of the **ENGINEER**. The inspection and report are for the use of **CLIENT** only, who gives **ENGINEER** permission to discuss observations with repairpersons, and other interested parties. **ENGINEER** accepts no responsibility for the use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release **ENGINEER** (including employees and business entities) from any liability whatsoever.

STANDARD OF CARE - The **ENGINEER'S** services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing engineers performing similar services in the same locality, at the same site, and under the same or similar circumstances and conditions. The **ENGINEER** makes no other representations or warranties, whether expressed or implied, for the services rendered hereunder.

SCOPE OF INSPECTION - The scope of this inspection and report is limited to the reasonably available and visible structural components of the item(s) listed below:
[Enter scope of items here](#)

OUTSIDE THE SCOPE OF THE INSPECTION - Any area which is not exposed to view, is concealed, or is inaccessible. The inspection does not include any destructive testing or dismantling. **CLIENT** agrees to assume all the risk for all conditions, which are concealed from view at the time of the inspection. Whether or not they are concealed, the following **ARE OUTSIDE THE SCOPE OF THIS INSPECTION**: Building code or zoning ordinance · violations · Geological subsurface investigations · Environmental hazards · Underground piping · Prediction of life expectancy of any item.

ARBITRATION - Any dispute concerning the interpretation of this Agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted following the rules of the American Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in a civil proceeding by the legal code.

LITIGATION - 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 **ENGINEER** has its principal place of business. If **ENGINEER** is the substantially prevailing party in any such litigation, the **CLIENT** shall pay all legal costs, expenses, and attorney's fees of **ENGINEER** in defending said claims. **CLIENT** shall have no cause of action against **ENGINEER** after one year from the date of the inspection. **CLIENT** and **ENGINEER** agree that should a Court of Competent Jurisdiction determine and declare that any portion of this Agreement is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES - **CLIENT** understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited hereinabove, shall be made in writing and reported to the **ENGINEER** within ten business days of discovery. **CLIENT** further agrees that, except for emergency conditions, **CLIENT** or **CLIENT'S** agents, employees, or independent contractors, will make no alterations, modifications, or repairs to the claimed discrepancy before a reinspection by the **ENGINEER**. **CLIENT** understands and agrees that any failure to notify the **ENGINEER** as stated above shall constitute a waiver of all claims for said failure to accurately report the condition in question.

FORCE MAJEURE - No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for payment obligations to the other party hereunder), when and to the extent such failure or delay is caused by or resulted from acts beyond the impacted party's control, including, but not limited to, the following force majeure events: (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) Obligations imposed by the authorities (e.g. jury duty) after the contract was signed; (e) action by any governmental authority; (f) national or regional emergency. The Impacted Party shall give Notice as soon as possible of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncured for seven days following the Notice given by it, the other party may thereafter terminate this Agreement upon Notice.

PAYMENT - Payment of the fee to **ENGINEER** is due upon completion of the on-site inspection. 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.

LIMITATION ON LIABILITY - If the **ENGINEER** is found to be liable to **CLIENT** for any errors or omissions related to this inspection report or this Agreement, from any other cause or causes of action including, but not limited to, negligence, breach of contract, breach of warranty, violations of the Missouri Consumer Protection Act, or any other common law theory or statutory violation or claim alleged, then the liability of the **ENGINEER** is limited to liquidated damages in an amount equal to (2) times the inspection fee paid by **CLIENT**, and this liability shall be exclusive. **CLIENT** waives any claim for consequential, exemplary, special, or incidental damages or the loss of the use of the home/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 (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the **ENGINEER** and **CLIENT**; and (iii) to enable the **ENGINEER** to perform the inspection at the stated fee. **CLIENT** has the option to purchase a **TECHNICALLY EXHAUSTIVE INSPECTION** without **LIMITATION OF LIABILITY** by paying an additional negotiated fee for the added services. All **TECHNICALLY EXHAUSTIVE INSPECTIONS** will require a separate contract. **CLIENT** agrees to contact **ENGINEER**, before signing this Agreement, if **CLIENT** elects to exercise the **TECHNICALLY EXHAUSTIVE INSPECTION** option.

Additional Services Requested: [None](#)

TOTAL INSPECTION FEE: [\\$XXX](#)

By signing below, CLIENT confirms that they have read, understood, and agreed to the above inspection agreement and CLIENT agrees to be bound by these terms and conditions. This Agreement represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties.