

## PV SOLAR INSPECTION AGREEMENT IMPORTANT AGREEMENTS AND LIMITATIONS



THIS AGREEMENT is made on by and between *Sutton Inspection & Consulting, LLC* (“SIC”) and the undersigned (hereinafter “CLIENT”). The Parties Understand and Agree as follows:

**Scope of Inspection:** This is a **visual PV Solar Inspection**. We do not inspect for any environmental issues such as lead paint, asbestos, etc. We do not inspect for building codes outside of items included within agreement such as structural, cladding, soil analysis, and adequacy of design, capacity, efficiency, size, value, flood plain location, pollution, or habitability. Other items not included are listed below. Please remember that older structures do not meet the same standards as newer structures even though items in both might be performing the function for which they are intended. This inspection report covers only the items listed in the **SIC PV Solar Inspection Report and accompanying report provided by client or AHJ**, which are reasonably observable, and is based only on the present condition of those items. For example, we do not move wall/floor coverings, furniture, rugs, paintings, or other furnishings. There is no responsibility expressed or implied for latent defects, for defects not reasonably observable at the time of the inspection, or for defects that would require the removal of major or permanent coverings for observation. There is no representation to be made concerning the condition of any item other than the operability, and no representation is made as to the future performance of any item. *SIC* inspection report is not a warranty of items in your home/building/property. If client(s) require a warranty or guarantee this must be obtained from a separate warranty provider and as such, this report is prohibited from being used for Warranty /or Insurance Underwriting purposes. Any item noted in the inspection report as not functioning, in need of repair, replacement, or further evaluation by a specialist, the *Client* agrees to and is responsible for contacting a qualified specialist to make further evaluations of the item before the property is purchased.

The inspection and report do not address and are not intended to address the possible presence or danger from potentially harmful substances and environmental hazards, including but not limited to lead, urea formaldehyde, toxins, carcinogens, mold, mildew, asbestos, flammable substances, and contaminants in soil, water, or air.

*SIC* does not inspect for the presence or absence of wood-destroying organisms. Wood-destroying organisms include, but are not limited to: termites, other wood-destroying insects, as well as fungus and/or molds. *SIC* does not inspect security systems, fire suppression systems, lawn sprinkler systems, /or septic systems.

**Dispute Resolution:** In the event a dispute arises regarding this inspection, the *Client* agrees to notify *SIC*, so as to give a reasonable opportunity to reinspect the property. *Client* further agrees that *SIC* can either conduct the reinspection itself or can employ others (at its expense) to reinspect the property, or both.

**Defense Costs:** In the event the purchaser files suit against *SIC* or its inspector, the purchaser agrees to pay all the company’s legal fees, costs of expert witnesses, court costs, cost of depositions, and all other such expenses incurred by *SIC* if the *Client* fails to prevail in the lawsuit.

**Exclusivity:** The report is prepared exclusively for the *Client(s)* named and is not transferable to anyone in any form. *Client(s)* gives permission for *SIC* to discuss report findings with real estate agents, specialists, or repairpersons for the sake of clarification.



**Limitation On Liability:** It is understood and agreed by and between the parties that the inspector/inspection company is not an insurer, that the payment for the subject inspection (s) is based solely on the value of the services provided by inspector/inspection company in the performance of the inspector (s) and production of the inspection report(s) as described herein, that it is not practicable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services, and in case of failure to perform such services and a resulting loss, Client's damages herein shall be liquidated and fixed in an amount equal to the inspection fee paid multiplied by one hundred twenty-five percent (125%) as liquidated damages and not as a penalty, and the remedy shall be exercised.

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**I agree** to all of the terms and conditions set forth in this document.

**Date of Inspection** Per website or as coordinated with Property Owner by SIC

Inspector Name:

NABCEP PVSI-082118-022489

Client Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Property Owner: \_\_\_\_\_

**Indicate form of payment** CC via website

**Quote for Inspection Fees:** \$275.00

**Note:** \$75.00 fee for return trip (per) due to failed inspection or incomplete installation

**Tips for success:** Ensure all labels, conductor sizes/types, breaker size, conductor conduit, bushings, etc. are per NEC requirements and array spacing does not restrict fire personnel path of safety (International Fire Code).

\_\_\_\_\_  
**Client signature of acceptance**

\_\_\_\_\_  
**Date**