

COMMERCIAL REAL ESTATE PROPERTY INSPECTION PROPOSAL

PROPOSAL NUMBER [08-202021]

Conquistador Homeowners Association

c/o Mrs. Bonnie Guenther
1800 SE St. Lucie Blvd
Stuart, FL 34996

Certified Inspectors, LLC

11419 West Palmetto Park Rd
Boca Raton, FL 33497
Phone: 561-570-6311
Email: Info@certifiedinspectors.us

CERTIFIED
INSPECTORS



Table of Contents

LETTER OF TRANSMITTAL	3
Property Identification	4
Project Purpose	4
Scope of Services	4
Limitations and Exclusions	6
Prior to Assessment	6
Inspection Fees & Payment	7
Project Schedule	7
Proposal Acceptance	7
Proposal Acceptance Form	8
Limited Property Condition Assessment Agreement	9



August 20, 2021

Conquistador Homeowners Association
c/o Mrs. Bonnie Guenther
1800 SE St. Lucie Blvd
Stuart, FL 34996

SUBJECT: Commercial Real Estate Property Condition Assessment for property address 1800 SE St. Lucie Blvd. Stuart, FL 34996.

Dear Mrs. Guenther,

Certified Inspectors, LLC is pleased to provide you with this Proposal for Commercial Real Estate Assessment services. Our proposal contains a summary of relevant information as we understand it, a proposed project schedule, and the price for our services.

Based on the information provided, a property description is noted within the attached proposal along with a description of our scope of services.

We appreciate the opportunity to be of service to you on this important project. If you have any questions or comments concerning this proposal or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us.

Sincerely,

Angelo Menezes, President
CMI® Certified Master Inspector
CPI Certified Professional Inspector
CCPIA Certified Commercial Property Inspectors Association
CIE Council-certified Indoor Environmentalist
CMR Council-certified Microbial Remediator



Property Identification

The subject property is located at 1800 SE St. Lucie Blvd. Stuart, FL 34996. It is identified as Parcel ID# 113841003000000017 with the Martin County Property Appraiser.

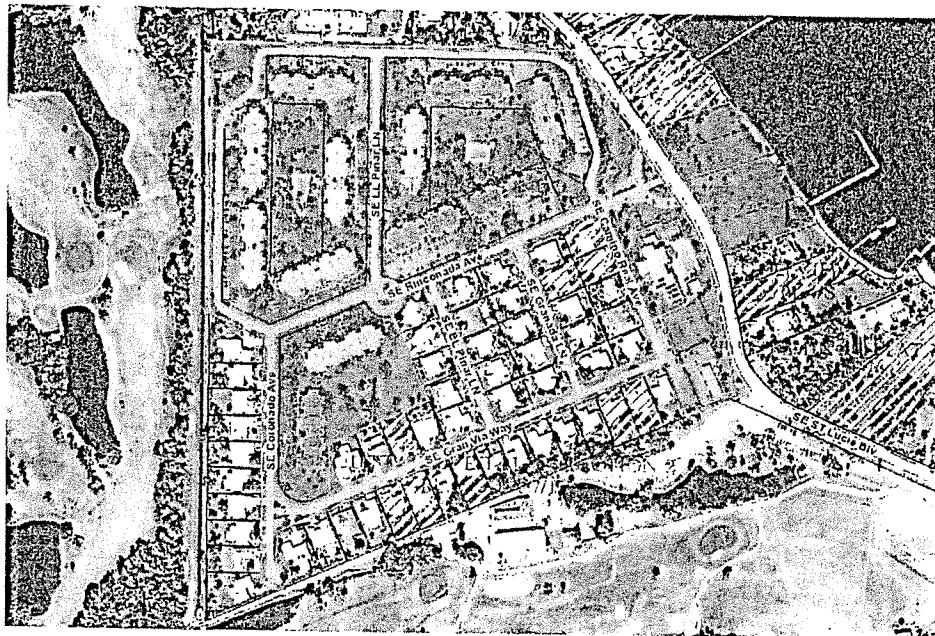


Figure 1 Subject Property

Project Purpose

The purpose of this Property Condition Assessment is to gather information about the building condition for proactive maintenance and/or planning.

Scope of Services

At CLIENT's option, Certified Inspectors, LLC shall conduct:

- a. Limited Property Condition Assessment for 12 Multifamily Buildings as depicted on the property identification paragraph. By inserting the word "Limited" only the following items shall be assessed and reported:
 1. Flatworks
 2. Foundation
 3. Framing (Super structure)
 4. Roofing



5. Facades
6. Exterior Common Area Windows & Doors

EXCLUSIONS: Site drainage, paving, curbing, landscaping, appurtenances, interior elements, plumbing, mechanical, electrical systems, and life safety & fire protection are explicitly excluded. Also, tennis courts, basketball courts, storage areas, dumpsters, solar heating equipment, elevators, and generators are excluded.

- b. Limited Property Condition Assessment for the Main Clubhouse Building located at SE Camino Real Ave. By inserting the word "Limited" only the following items shall be assessed and reported:

1. Interior Elements
2. Flatworks
3. Foundation
4. Framing (Super structure)
5. Roofing
6. Facades
7. Plumbing
8. Mechanical
9. Electrical
10. Life Safety & Fire Protection

EXCLUSIONS: Site drainage, paving, curbing, landscaping, and appurtenances are explicitly excluded. Also, tennis courts, swimming pools, SPAs, saunas, basketball courts, storage areas, storage deposits and warehouses, fences, storage yards, dumpsters, solar heating equipment and generators are excluded.

Certified Inspectors, LLC has made the following assumptions in developing this proposal:

1. Prices presented herein are valid for 10 days from the date of this proposal.
2. Additional project work not specifically addressed by this proposal shall be charged at a time and materials rate of \$175.00 per hour of labor plus materials if any.
3. Fees associated with outside experts such as Licensed Electrician, Plumber, Roofer, General Contractors, Consultants and/or Engineers of any sort is excluded and if requested by CLIENT as part of the Enhanced Due Diligence Services, shall be at cost plus 10% mark up.
4. Additional work, including performed by outside experts if required, shall be charged separately, and must be authorized by the CLIENT prior to initiation.



Limitations and Exclusions

Unless specified in this proposal / agreement, Enhanced Due Diligence Services and ADA Survey as provided via the APPENDIXES section of the ASTM 2018 Standard are also excluded.

Prior to Assessment

Prior to our assessment INSPECTOR will likely require performing some research, including the review of documents, solicit pre-survey questionnaires, and perform interviews, to augment the information obtained during the assessment, and to provide supporting documentation to the assessment report. CLIENT shall be required to facilitate the completion of pre-surveys questionnaire for each separate type of assessment requested. INSPECTOR would also like to interview the person(s) with the most knowledge about the condition of the building. Please arrange to have such person(s) on hand prior to or on the day of the walkthrough. Also, please have the seller provide INSPECTOR copies of as many of the following documents as can be reasonably procured:

- accessibility surveys;
- appraisals;
- building plans;
- Certificates of Occupancy;
- citations;
- deck age records, plans and construction permits;
- deck and balcony maintenance, power-washing, painting, treating, repair, and modification history;
- emergency evacuation plans;
- environmental studies;
- evacuation drill records;
- fire-detection test and maintenance records;
- fire-door inspection reports;
- fire-prevention plans;
- fire-extinguisher service records;
- fire records;
- flame-resistant certificates;
- floodplain maps;
- floor plans;
- kitchen grease-cleaning records;
- kitchen post-fire inspections;
- maintenance records;
- manufacturers' installation instructions;
- notices;
- permits;
- power-washing records;
- previous inspection reports;
- proposals;
- rent records;
- repair estimates and/or invoices;
- safety inspection records;
- seller disclosures;
- sprinkler-head replacement records;
- utility bills; and



- warranties.

Inspection Fees & Payment

The estimated cost of services for this Commercial Real Estate Property Condition Assessment including mobilization and a written report shall be:

- 12 Buildings - \$18,000.00 (Eighteen Thousand Dollars)
- Main Clubhouse - \$3,000.00 (Three Thousand Dollars)

Project Schedule

Project shall take **20 Days** to complete from receipt of payment and/or walkthrough whichever comes after. If CLIENT is working towards a specific deadline, CLIENT must inform Certified Inspectors, LLC of the date prior to commencement of work so that work can be schedule accordingly.

If areas of the property cannot be observed due to inaccessibility or unsafe conditions beyond the control of Certified Inspectors, LLC, Certified Inspectors, LLC will not wait until such time either that the area is accessible, or the unsafe conditions are corrected. Areas that are not accessible or unsafe will be noted on the report and shall be excluded. INSPECTOR disclaims responsibility for those areas that he is unable to inspect.

If other items are required because of unexpected field conditions encountered in our fieldwork, or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule.

An escort may be required for entrance to interior portions of the building and/or for the time that INSPECTOR is present on the site. Certified Inspectors, LLC will rely on the CLIENT to provide access to the subject property.

Proposal Acceptance

Please complete the Proposal Acceptance form on the next page and return one copy of this proposal to Certified Inspectors, LLC to indicate your acceptance and initiate work on the above-referenced project. The CLIENT's signature indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.



Proposal Acceptance Form

Service	Price	Initial for Acceptance
Limited Property Condition Assessment 12 Buildings	\$18,000.00	
Limited Property Condition Assessment Main Clubhouse	\$3,000.00	

PROPOSAL INFORMATION

Scope of Services	As described via Proposal Number [08-202021] herein
Location of Service	1800 SE St. Lucie Blvd. Stuart, FL 34996
Proposal Addressee - Name	Mrs. Bonnie Guenther
Parcel ID#	113841003000000017
Proposal Addressee - Company	Conquistador Homeowners Association 1800 SE St. Lucie Blvd Stuart, FL 34996

CLIENT INFORMATION: Authorized Representative for Entity Responsible for

Phone Number	772-283-2363
Email Address	manager@conquistadorliving.com

Authorization Signature

Print Client Name & Company

Date of Execution

INVOICE PAYMENT INFORMATION: Entity Responsible for Payment

Name

Company

Street Address

City, State, Zip Code

Email

Phone Number

Client Project/Account/PO

Pay Application Required?

Please complete this Acceptance Form in full and sign the Inspection Agreement.



Limited Property Condition Assessment Agreement

1. THIS SERVICES AGREEMENT is between Conquistador Homeowner's Association c/o Mrs. Bonnie Guenther whose address is 1800 SE St. Lucie Blvd Stuart, FL 34996 and Certified Inspectors, LLC whose address is 11419 West Palmetto Park Road # 971032 Boca Raton, FL 33497. The CLIENT requires Limited Property Condition Assessment services for the property located at 1800 SE St. Lucie Blvd, Stuart, FL 34996. The Parties Understand and Voluntarily Agree as follows:

2. SCOPE OF SERVICE: At CLIENT's sole option, INSPECTOR agrees to perform:

- Limited Property Condition Assessment for 12 Multifamily Buildings as depicted on the property identification paragraph. By inserting the word "Limited" only the following items shall be assessed and reported:

1. Flatworks
2. Foundation
3. Framing (Super structure)
4. Roofing
5. Facades
6. Exterior Common Area Windows & Doors

EXCLUSIONS: Site drainage, paving, curbing, landscaping, appurtenances, interior elements, plumbing, mechanical, electrical systems, and life safety & fire protection are explicitly excluded. Also, tennis courts, basketball courts, storage areas, tanks, dumpsters, solar heating equipment, elevators, and generators are excluded.

b. Limited Property Condition Assessment for the Main Clubhouse Building located at SE Camino Real Ave. By inserting the word "Limited" only the following items shall be assessed and reported:

1. Interior Elements
2. Flatworks
3. Foundation
4. Framing (Super structure)
5. Roofing
6. Facades
7. Plumbing
8. Mechanical
9. Electrical
10. Life Safety & Fire Protection

EXCLUSIONS: Site drainage, paving, curbing, landscaping, and appurtenances are explicitly excluded. Also, tennis courts, swimming pools, SPAs, saunas, basketball courts, storage areas, tanks, storage deposits and warehouses, fences, storage yards, dumpsters, solar heating equipment and generators are excluded.



3. SERVICE FEE: Fee for this service (s) is:
 - a. 12 Buildings - \$18,000.00 (Eighteen Thousand Dollars)
 - b. Main Clubhouse - \$3,000.00 (Three Thousand Dollars)
4. PAYMENT OF FEES: CLIENT shall pay in advance and at signature of agreement. INSPECTOR accept all major credit cards. Upon signature of Certified Inspectors, LLC Proposal and subsequent Agreement, an Invoice will be sent to CLIENT for deposit payment prior the assessment can take place. Fees associated with outside experts such as Licensed Electrician, Plumber, Roofer, General Contractors, Consultants and/or Engineers of any sort is excluded and if requested by CLIENT as part of the Enhanced Due Diligence Services, shall be at cost plus 10% mark up.
5. DELAY AND/OR CANCELLATIONS: If after authorization to proceed has been given, CLIENT requests that work as outlined in this agreement be postponed or canceled, CLIENT agrees to reimburse INSPECTOR for all costs incurred plus time spent on the job at the rate of \$175 per hour. INSPECTOR shall furnish CLIENT with a detailed invoice outlining said charges, with payment due upon receipt. Should CLIENT in the future desire to resume work as outlined in this agreement, any monies paid by CLIENT as described in the preceding paragraph shall be considered as an advance and subsequently deducted from the total amount due under this agreement.
6. ACCESS TO THE PROPERTY: CLIENT agrees that all necessary arrangements will be made with INSPECTOR to enter the Property and inspect. CLIENT agrees to make sure all utilities are turned on, so it can be inspected during the allocated time for the assessment. Failure to provide necessary utilities for the assessment, releases the INSPECTOR from performing the assessment of said utilities.
7. USE OF SUBCONTRACTORS. INSPECTOR may engage subcontractors to perform and deliver any part or portion of the Services. INSPECTOR shall remain primarily liable and obligated to the CLIENT for the timely and proper performance of all its obligations hereunder even if such obligations are delegated to third-party subcontractors, and for the proper and timely performance and actions of any person or entity to which it delegates or subcontracts any such obligation.
8. THIRD PARTY BENEFICIARIES: Assessment reports are for CLIENT use only. CLIENT must give INSPECTOR permission to discuss INSPECTOR'S observations with real estate agents, owners, repair persons, or other interested parties. CLIENT will be the sole owner of the report and all rights to it. INSPECTOR is not responsible for its use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability



Building Excellence

whatsoever. If CLIENT or any person acting on CLIENT's behalf provide the report to a third party who then sues CLIENT and/or INSPECTOR, CLIENT agrees to release INSPECTOR from any liability and agree to pay INSPECTOR'S costs and legal fees in defending any action naming INSPECTOR. Certified Inspectors, LLC assessment and its reports are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the building or its components. INSPECTOR disclaim all warranties, express or implied, to the fullest extent allowed by law.

9. REPAIR/REPLACE COSTS: If the Inspection Report described above contains any estimates as to the costs associated with making any repairs, the CLIENT understands and agrees that said estimates are included solely as a guide and are not to be considered, understood, or utilized by the CLIENT as representing the actual costs associated with making any such repairs. The CLIENT further acknowledges and agrees to hold harmless the Company in connection with any estimate(s) that may overstate or underestimate the actual cost of repair(s), even if said overstatement and/or understatement is due to the negligence of the Company. Regardless of any such estimates, the CLIENT should obtain further qualification of any cost estimates from an appropriate contractor, tradesperson and/or professional.
10. ENVIRONMENTAL AND HEALTH ISSUES: The CLIENT specifically acknowledges that a Property Assessment is NOT an Environmental Survey and is not intended to detect, identify, disclose, or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include but are not limited to asbestos; "Chinese Drywall"; radon; lead; urea formaldehyde; mold; mildew; fungus; odors; noise; toxic or flammable chemicals; water or air quality; PCB's or other toxins; electro-magnetic fields; underground storage tanks; proximity to toxic waste sites; carbon monoxide. Unless otherwise indicated in writing, INSPECTOR will NOT test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, INSPECTOR will not test for mold. Unless otherwise indicated in writing, INSPECTOR will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations. CLIENT agrees to hold the Company and INSPECTOR harmless for any injury, health risk or damage caused or contributed to by these conditions. It is further acknowledged that under any and all circumstances, any damages claimed by the CLIENT pursuant to this agreement shall not exceed value of any and all services rendered by the INSPECTOR pursuant to this agreement.
11. NOTICES & STATUTE OF LIMITATIONS: If CLIENT believes that they have any claim against INSPECTOR for failure to accurately report the visually discernible conditions of the defect at the subject Property, CLIENT agrees to provide INSPECTOR with the



following: (1) written notification of CLIENT's claim within ten (10) days of discovery, in sufficient detail and with sufficient supporting documents that INSPECTOR can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases INSPECTOR from liability. CLIENT further agrees that, with 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 a re-inspection by the INSPECTOR. CLIENT understands and agrees that any failure to notify the INSPECTOR as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question. CLIENT's failure to conform to the requirements and conditions herein shall make all contractual obligations on the part of INSPECTOR regarding the assessment (s) of the property become null and void, and INSPECTOR shall be fully released from all obligations of this Agreement. Furthermore, any legal action shall be brought within one (1) year from the Assessment (s) date, or it will be deemed waived and forever barred.

12. **DISCLAIMER OF WARRANTIES:** It is agreed that the INSPECTOR, its employees, officers, owners, and heirs, are not in any way insurers or guarantors against defects in the property inspected. **THE INSPECTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF THE PROPERTY AND ANY SUCH WARRANTY IS SPECIFICALLY EXCLUDED AND DISCLAIMED.**
13. **DISCLOSURES:** CLIENT unequivocally understands and acknowledge that INSPECTOR does not perform engineering, architectural, plumbing, electrical, mechanical or any other job function requiring an occupational license in the jurisdiction where the building is located. If INSPECTOR hold a valid occupational license, INSPECTOR may inform CLIENT of this, and CLIENT may hire INSPECTOR to perform additional functions. Any agreement for such additional services shall be in a separate writing.
14. **LIMITATION OF LIABILITY:** INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. Payments for the assessment (s) services provided herein are based solely upon the value of those services, and it is not the intention of the parties that the INSPECTOR assume responsibility: (1) for any loss occasioned by malfeasance or misfeasance in the performance of the services under this Agreement, (2) for any loss or damage sustained through burglary, theft, robbery, fire or other cause, or (3) for any liability on the part of the INSPECTOR by virtue of this Agreement or because of the relationship hereby established. CLIENT waives any claim for consequential, exemplary, special, or incidental damages, or for the loss of the use of the building. If there shall, notwithstanding the above provision, at any time be, or arise, any liability on the part of the INSPECTOR by virtue of this Agreement, or because of the relationship hereby established, whether due



to the negligence, omission, breach of contract, misrepresentation of the INSPECTOR or otherwise, such liability is, and shall be limited to, a sum equal to the price charged for the assessment (s) service, which sum shall be paid and received as liquidated damages. CLIENT acknowledges that these liquidated damages are not a penalty, but that INSPECTOR intend them to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between INSPECTOR; and (iii) enable INSPECTOR to perform the assessment for the agreed- upon fee. Such liability is herein set forth as liquidated damages and not as a penalty, and this liability shall be complete and exclusive. INSPECTOR and its agents and representatives shall not be subject to any claims after a period of ninety (90) days from the assessment (s) date. Unless CLIENT has specifically requested and paid for, in accordance with the prevailing rates, Enhanced Due Diligence Services and ADA Survey are excluded.

15. INDEMNIFICATION: The CLIENT agrees to indemnify, protect, and hold INSPECTOR, its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments, including costs, attorneys' fees, and expenses incident thereto, made by any third party and arising out of or in connection with the assessment (s).

16. HOLD HARMLESS AGREEMENT: CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability, or expense occasioned or claims by reason of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.

17. USE OF INFORMATION BY THIRD PARTY: In providing the property assessment and assessment report, information about the CLIENT, INSPECTOR, real estate professional, and property will be collected and input into HomeGauge reporting software and services, which INSPECTOR uses to produce the assessment report. This information may include personally identifiable information about the CLIENT, INSPECTOR, and real estate professional. This information may subsequently be used by the provider of HomeGauge, as set out in the HomeGauge Privacy Policy found at

18. GOVERNING LAW AND VENUE: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision (whether State of Florida or any other jurisdiction) that would cause the applications of the laws of any jurisdiction other than the State of Florida. Any litigation or other proceedings arising between the parties hereto in any manner pertaining or relating to this Agreement or relationship of the parties created



hereunder shall be exclusively in the state and federal courts located in Palm Beach County, Florida.

19. SEVERABILITY: If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in full force and effect between the parties.

20. ENTIRE AGREEMENT: This Agreement represents the entire agreement between the parties and supersedes all prior agreements or understandings between the parties. No oral agreements, understandings or representations shall change, modify, or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever. CLIENT has read, understands, and agrees with the terms and conditions of this Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

CLIENT (Name & Title)

(Date)

Angelo Menezes, President

(Date)