

INVOICE

AEI Group, PLLLP
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Broken Arrow, OK 74012

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Bill to

David Golzar
% Cindy Rodgers
Chinowth & Cohen, REALTORS®
3912 E. 91st
Tulsa, OK 74137

Invoice details

Invoice no.: 2506191
Invoice date: 06/18/2025

#	Product or service	Description	Rate	Amount
1.	Structural Inspection <2500	4307 S. Hickory Pl.	\$500.00	\$500.00
			Total	\$500.00
			Payment	-\$500.00
			Balance due	\$0.00



David Golzar
% Cindy Rodgers
Chinowth & Cohen, REALTORS®
3912 E. 91st
Tulsa, OK 74137

Date June 23, 2025

Regarding: 4307 S. Hickory Pl., Broken Arrow
AEI Reference: 2506191

Dear Mr. Golzar:

On Wednesday, June 18, 2025, AEI Group, P.L.L.P., (AEI), conducted an initial visual examination at the address referenced above.

1.0 PURPOSE AND SCOPE

The purpose of this report is to observe accessible areas of the facility and document visually apparent site structural deficiencies as of the date of inspection. The scope of this service is limited to superficial facilities inspection by routine visual means, according to our provided Limited Inspection Contract.

This inspection does not include examination of existing, past, or potential problems relating to community drainage characteristics, community sewer and local water supply problems (chemical or otherwise), flood plain area characteristics, acid rain problems, soil salt problems, community environmental problems, property history, proposed roads, impending legislation, or past or ongoing legislation regarding the site and area.

Only those limited aspects of the inspection specifically stated in this report as being examined were inspected and evaluated. All structures have concealed discrepancies and/or latent defects and these cannot be discovered and/or reported with a limited visual inspection.

2.0 HISTORICAL BACKGROUND

The inspection began at approximately 9:00 a.m.

The residence was vacant and key code was provided to access the property.



3.0 SITE DESCRIPTIONS

The subject property is a West facing, multi-story single-family residential structure with an integral (two-car) garage. The foundation appears to be grade-bearing, poured concrete slab (slab-on-grade). Specific design details of the foundation (bearing depths, reinforcements, fill, footings, etc.) are unknown. The exterior walls are conventional wooden stud framing with cementitious brick masonry veneer and wood siding at all elevations. The roof structure is conventional stick framing. The roof decking is composite wood (plywood) with a composition (asphalt) shingle roof covering.

3.1 Site Conditions

The visible portions of the site conditions are as follows:

- Exterior concrete cracks, i.e. driveway,
- Existing gutter needs repair,
- There were damaged guttering next to front entry,
- Missing down spouts on the Northeast, northwest and southeast corners.
- Standing water on the south side of the back patio and on the east side of the property,
- Exterior veneer crack on the south side of the garage,
- Repaired and sealed separation between veneer and wood trimming on the southwest corner of the house,
- Stem wall cracks on the south side of the garage,
- Stem wall cracks and separations on the southeast corner of the garage,
- Repaired drywall cracks in the North central part of the residence.

4.0 STRUCTURAL EVALUATION

4.1 Investigative Procedures

To evaluate the performance of the foundation we do the following:

- Identify any visible distress indicating foundation settlement, i.e. structurally significant cracks in the slab, sheetrock cracks, veneer cracks, visible structural frame deficiencies, etc.
- Render our professional opinion of any visible distress significance, i.e. structural (reduced ability to carry loads), functional and/or cosmetic, and recommendations for repair.

4.2 Foundation

The foundation's primary function is to provide a stable support for the superstructure, keeping superstructure distress to a minimum. The foundation of this structure appears to consist of cast-in-place concrete slab supported by the surface soils (includes both post-tensioned and conventionally reinforced foundations), with footings that are supported on the surface soils (grade).

4.2.1 Perimeter Foundation

According to available information, twelve exterior piers were installed on the west / northwest and southwest corner of the house. .

There are veneer cracks (1/4" or larger) and stem wall cracks and separations on the south and southeast corners of the garage. These cracks and separations are indications of foundation movement.

The general soil conditions for the area are presumed to be clay (moisture-reactive), as site-specific geotechnical data is unavailable and beyond the scope of this evaluation. Clay soils are expansive; expanding and contracting due to changes in moisture content. Movements in these soils may result in loss of support or the exertion of tremendous upward pressure on foundations, consequently causing settlement of the foundation and superstructure.

This movement does not mean the foundation is improperly designed or that it has failed, as many other conditions exist that cause foundation movement, i.e. instability of sloping soil or improper compaction of fill, etc., the determination of which is beyond the scope of this report.

In our opinion, underpinning is necessary to extend the foundation support to depths that provide greater bearing capacity and/or are less affected by climate, soil conditions and/or homeowner's actions.

4.2.2 Interior Foundation

The visible portions of the interior foundation/slab of this structure do not indicate evidence of interior foundation/slab failure. When supported by active or expansive soils, slab-on-grade foundations will frequently deflect enough to result in cosmetic damage (usually sheetrock, brick veneer cracking and floor tile cracking) and possibly some minor functional problems such as sticking doors. Any owner of a building founded on a slab-on-grade foundation should be prepared to accept a degree of cosmetic distress and minor functional problems due to foundation movement.

A slab-on-grade foundation acts as a vapor barrier by resisting soil moisture variations due to evaporative moisture loss and by shielding the under-slab soil from rainfall. Under optimum conditions, the soil moisture under the slab will achieve a degree of equilibrium.

There are repaired drywall cracks evidence of possible plumbing leak under the slab of the structure. When a plumbing leak occurs under a slab, the moisture equilibrium is distorted. As moisture is added to the soil from the leak, soil and foundation movement often result. The type and degree of movement depends upon soil type and expansiveness, soil density, soil moisture content prior to the leak, the length of time over which the leak has occurred, the quantity of moisture being added to the soil over a given period of time and a few other factors (site-specific geotechnical data is unavailable and beyond the scope of this evaluation).

We recommend having a hydrostatic leak test (plumbing test) performed to ensure the absence of plumbing leak(s).

4.3 Superstructure

The superstructure or framing scheme is the "skeleton" that supports the building enclosure and finishes. The type of superstructures used in this structure appears to be stick framing, which spreads the building weight on the foundation.

4.3.1 Roof Framing

The visibility of the attic components and attic structure was limited due to either insulation, roof design, and/or access limitations. The main frame of the structure, including ceiling and roof members, appears to be in acceptable condition with no visible evidence of sagging or deflection(s).

4.3.2 Floor Framing

The interior walls, trim boards, edges and corners were in acceptable condition and did not indicate floor framing deflection and/or deficiencies.

4.4 Chimney

There are no indications of chimney structure movement, i.e. chimney movement, settlement or separation from the building.

4.5 Exterior Concrete

There are concrete cracks and/or separations of the exterior slab-on-grade, which are common and generally the result of soil heaving, temperature variation and/or frost penetration beneath the concrete. The concrete is not structurally tied to the main foundation, therefore, these types of deterioration do not affect the structural integrity of the residence. As a preventive measure, we recommend ensuring the patios and driveways are sloped to drain water away from the home and water not be allowed to pool, which could result in future damage.

4.6 Exterior Grading

It is extremely important, particularly in areas of expansive soils, that water drains away from the foundation and not be allowed to pond against or near the foundation. The soil around the foundation should be graded to an obvious slope (two to five percent). Fill in any low spots with select fill (sandy clay) and level any high spots.

5.0 RECOMMENDATIONS

5.1 Structural Recommendations

- Underpin the perimeter footings with Three (3) exterior piers. See attached drawings, details and specifications. After underpinning, cosmetically repair any remaining gaps and separations by tuck pointing or epoxy grouting.
- The plumbing system under the slab (both supply and sewer) shall be pressure tested and the result to be presented in a report from qualified licensed plumbing contractor. If there is no leak then the interior sheet rock cracks should be repaired and then monitored. In the case that there is plumbing leak under the slab the area should be evaluated during the repair of the plumbing and further recommendation to be given.
- At this time, no other structural action is recommended beyond ordinary homeowner maintenance and monitoring. Any evidence of floor settlement or occurrence of cracks should be evaluated by a licensed Professional Engineer.

5.2 Recommendations for Maintenance (Standard)

The supporting soils at this residence may include components which shrink and swell with changing moisture content. For this reason, a maintenance program should be followed to include keeping the moisture content of soil around the foundation perimeter as uniform as possible. We generally recommend guttering roof drip edges over lawn areas. Exterior storm water and condensate drains should be extended 36-48" from the foundation perimeter, preferably downslope. Any low areas adjacent to the foundation should be filled. Do not operate sprinkler systems in wet weather (most systems do not have rain sensors).

6.0 CERTIFICATION

I hereby certify that I am a Professional Engineer licensed in the State of Oklahoma, that I have no personal interest in the inspected property nor anyone involved with the property, and that this inspection was performed in a diligent manner to accurately represent conditions on the date of inspection only. AEI is a registered engineering service provider in Oklahoma.

7.0 GENERAL LIMITATIONS

The observations described in the report are valid on the date of the investigation. AEI does not intend any other individual or party to rely upon the report without our express written consent. If another individual or party relies on the report, they shall indemnify and hold AEI harmless for any damages, losses, or expenses they may incur as a result of its use.

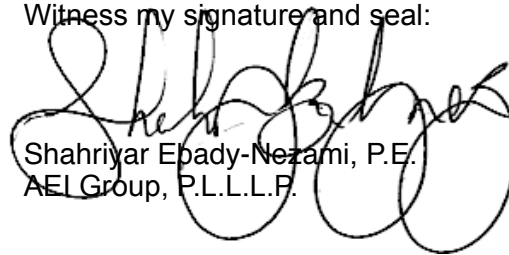
This report makes no determinations or representations regarding the presence or absence of any environmental pathogens. The subject property and facilities inspected are not recent construction. Various wall, floor, ceiling coverages and/or occupant belongings prevent observation of many surfaces. Concealed discrepancies and/or latent defects necessarily limit the accuracy and scope of this report.

This report does not represent any warranty, express or implied, and this company is not licensed to insure, warranty, or guaranty against future changing conditions. Any cost estimates are based on our general knowledge of building systems and the construction industry.

AEI and its employees and representatives do not have and disclaim any contractual relationship with, or any obligation to, any party other than the addressee of this report.

Please contact us if additional information becomes available for analysis, or if you have any questions.

Witness my signature and seal:


Shahriyar Ebady-Nezami, P.E.
AEI Group, P.L.L.L.P.



APPENDIX A

Photo Documentation



Northwest elevation



West elevation



Southeast elevation



Southwest elevation



East elevation



Northeast elevation



Exterior veneer crack on the south side of the garage



Existing gutter drain



Exterior veneer crack on the south side of the garage



Standing water on the east side of the property



Missing down spout



Standing water and missing down spout



Sealed veneer separation on the southwest corner the garage



Damaged gutter



Stem wall crack



Trim separations



Repaired drywall crack



Stem wall crack and separation



Repaired drywall crack



Repaired drywall crack



Attic, Roof framing



Drywall crack



Attic, Roof framing



Attic, Roof framing



Attic, Roof framing



Attic, Roof framing



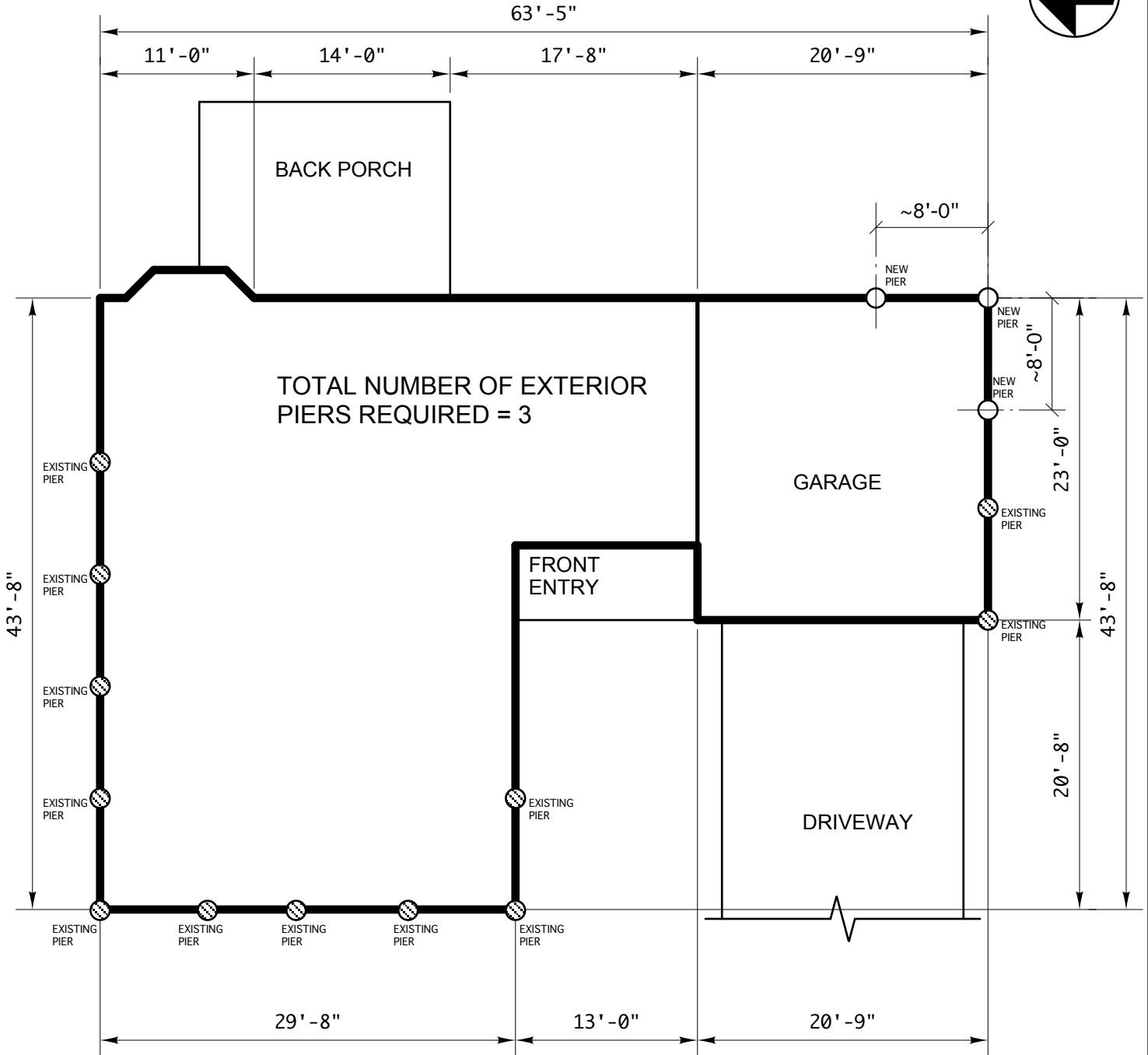
Attic, Roof framing

APPENDIX B

CONTRACTORS NOTE:

1. ALL DIMENSIONS SHALL BE VERIFIED
2. LOCATION OF PIERS MAY VARY SLIGHTLY DUE TO FIELD CONDITION

NORTH



PLAN VIEW

NTS

DESCRIPTION:
EXTERIOR
FOUNDATION REPAIR

ADDRESS:
4307 S. HICHORY PL.
BROKEN ARROW, OK



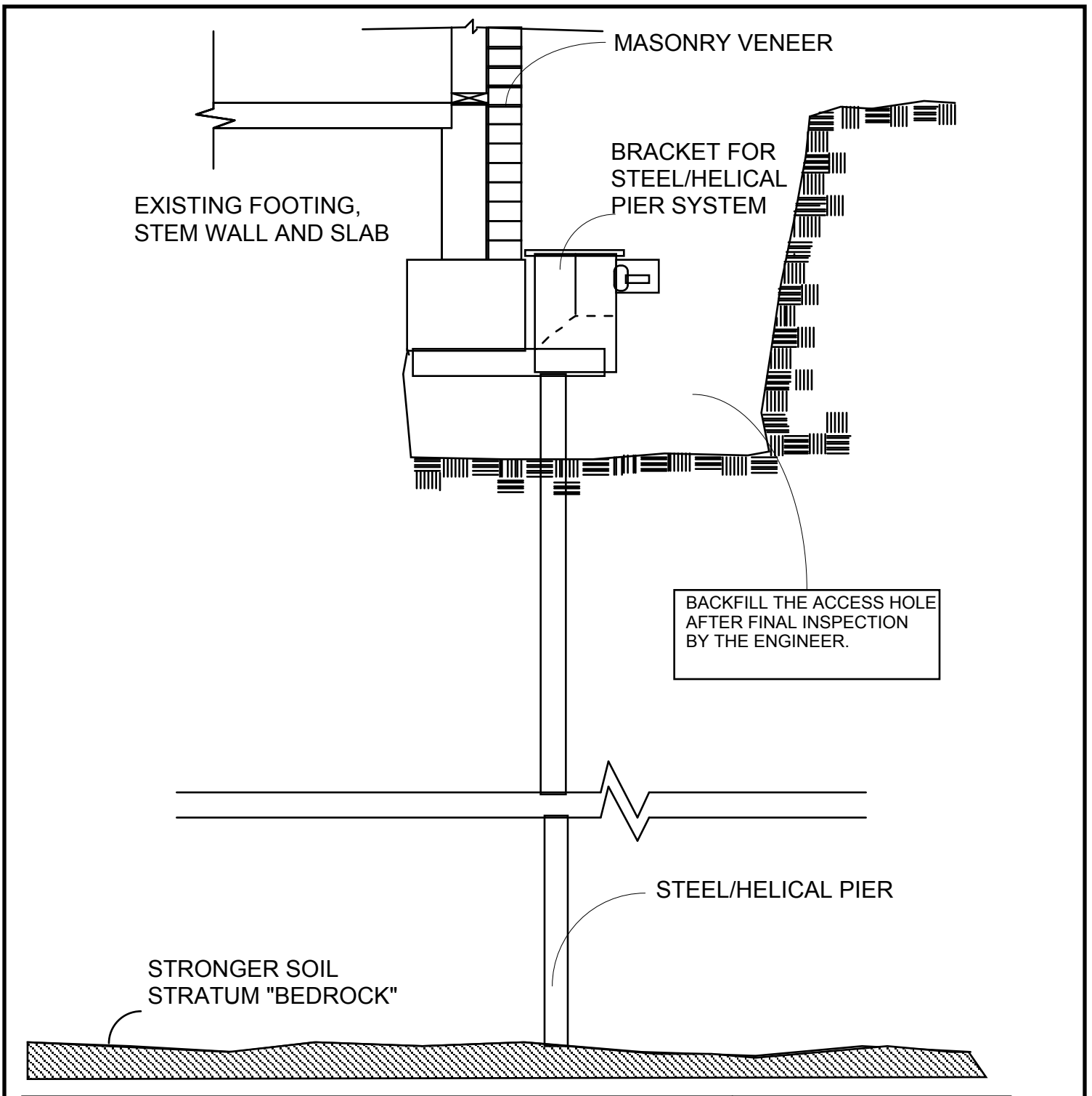
708 W. Oakland St.
Broken Arrow, OK 74012

P 918.251.6910
F 918.251.8672

info@aei-group.net

DATE: 06/23/2025

SK1



STEEL/HELICAL PIER

NTS

DESCRIPTION:
EXTERIOR STEEL/HELICAL
PIER DETAIL



708 W. Oakland St.
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SK2



Pier Installation Instructions

- If a certification of proper installation is required by AEI, contact our office a minimum of twenty-four hours prior to completion. Any inspections must be completed prior to backfilling and are performed for an additional fee.
- Actual pier locations may vary slightly if required due to construction problems. Any changes shall be approved by AEI prior to installation.
- Following underpinning systems are acceptable:
 - a) Drilled concrete piers with bell equal to minimum twice the main shaft diameter.
 - b) Drilled steel/helical piers.
 - c) Minimum depth of the piers shall be 20-feet.
- If the depth of stronger soil stratum is not within the excavation limit, the engineer will need to be contacted to provide further instructions.
- After the piers have been installed properly, the footings must be jacked up, if possible. If jacking is not possible, the engineer must be notified for further instructions.
- All piers should extend a minimum of 20' below existing grade unless approved by the engineer. Underpinning the existing spread footing foundation will change the load paths transferred to the earth. The loads by-pass the weak soil, clay or uncompacted soil and transfer the load directly to stronger strata "bedrock". The original footing becomes a beam spanning between piers. Therefore AEI's recommendation is to install piers so that they bear on stronger soil stratum such as bedrock and weathered shale.
- The contractor is responsible for any floor covering removal, repair and/or replacement.
- A licensed plumber should perform a plumbing test, of both the supply and sewer, after pier installation. We further suggest additional testing before pier installation or as specified in the report.
- The contractor is responsible for locating all underground utilities, damage caused to any utilities, all legal permits and other required safety precautions.
- The contractor shall take all precautions to prevent any damage/disruption of the existing gas and electrical systems.
- The contractor is responsible for any repair of unacceptable work that is pointed out by the engineer.
- The contractor is responsible for all damage to the slabs, stem walls or interior walls, which may occur due to unacceptable repair procedure and/or installation of the piers.
- If the excavation reveals the existing foundation is pier grade beam or if any other adverse additional condition exists, the contractor must notify the engineer. The contractor is also responsible for exposing any existing piers (up to 10 feet deep only) in a minimum of three locations before the engineer is contacted.

PLEASE NOTE: AEI authorizes a copy of the report be provided to the contractor. Any question(s) regarding the specification(s) for pier installation should be directed to AEI. All work to be done in compliance with the recommendation(s) of the report.



Other Inspection Options

This section describes inspection options that are different from and go beyond a Visual Structural and/or Structural and Drainage Foundation Inspection(s). The inspection options we provide are listed below:

- **Formal Engineering Foundation Performance Evaluation Option:** We can furnish a higher level of foundation performance evaluation than that provided in this report. We refer to this higher level of foundation performance evaluation as a formal engineering foundation performance evaluation. A formal engineering foundation performance evaluation requires a full day at the house and a full day to perform the structural analysis and prepare the written report. The fee depends on the size of the house but will be at least \$1500. The fee must be paid prior to the work being scheduled and is nonrefundable.
- **Exposed Slab Crack Evaluation:** We can evaluate the structural significance of all cracks on the top slab surface that are visible when the floor coverings are removed. We require that you arrange to have the entire floor coverings, including wood flooring, tile flooring, carpet, etc. removed. The client will be responsible for marking all cracks you would like me to evaluate. The evaluation of each crack will be based on the crack location, orientation, width, the presence or absence of any apparent faulting, and an engineering estimate of the apparent deflection of the foundation across the crack based on a regression analysis of foundation elevation data. The fee depends on the size of the house but will be at least \$3600. The fee must be paid prior to the work being scheduled and is nonrefundable.
- **Materials Testing Option:** We can furnish a report on materials testing of the foundation materials. My fee for specifying the tests, ordering the tests, interpreting the test results and writing a report is \$1200. The costs of the test vary depending on the number and types of tests requested but typically start around \$1000.
- **Under-Ground Plumbing Leak Inspection:** Underground-plumbing leaks that are under or near the foundation can cause foundation problems. It is not possible to evaluate this possibility without first having a licensed plumber test the system for leakage and identifying the location and severity of any concealed leaks.
- **Construction Management Services:** We can furnish construction management services for recommended repairs. Our services include bid solicitation, award negotiation and field supervision. The fee depends on the size of the house but will be at least \$600. Please contact AEI for additional information.
- **Offer to Negotiate a Higher Maximum Liability:** After this preliminary visual inspection is complete and the report is published, AEI is willing to negotiate a higher maximum liability than that specified in the agreement. If the client wishes to negotiate with AEI to accept a higher maximum liability, you agree to notify AEI in writing by return receipt certified mail of this wish within 10-days of the date of the inspection. AEI will then quote you a fee for a more intensive and extensive foundation performance evaluation that includes material testing including destructive testing, soil testing, monitoring of soil movement and soil moisture content, monitoring the response of the frame structure to soil movement and foundation movement, and monitoring of the distortion of the foundation in response to soil movement. Please be advised that this work will cost at least several thousand dollars, will require the owner's permission and may require up to 2-years to perform. After this work is performed, AEI will negotiate a fee for accepting a higher maximum liability. The fee must be paid prior to the work being scheduled and is nonrefundable.

AEI COURTESY POLICY:

Any dissatisfaction with the inspection report(s) should be directed to AEI. As a company policy, AEI provides the client, within five days upon transmission from AEI of the report(s), the opportunity to request AEI buy back the inspection report(s), in turn rendering it/them void.



General Home Maintenance

Preventative maintenance is the key to successful home ownership. This information is meant to help you to maintain your house properly which should help to prevent future premature repairs and replacements. By providing regular inspections during the course of the year, you will be able to detect problem areas before they get out of hand.

I. FOUNDATIONS

The following are recommendations for the prevention of future deterioration and damage to the foundation and structure.

- To prevent moisture infiltration, maintain proper positive drainage around the perimeter of the home so that surface water flows away from the home and foundation.
- Seal, tuck-point and repair any cracks and deterioration in exterior veneer by using good grade caulking or epoxy.
- Check underground duct system for water or moisture especially after wet weather periods.
- Place a proper guttering system around your home and be sure to place splash blocks under the down spouts that discharge onto the grass or dirt to prevent the erosion of the ground close to the foundation.
- Consider hiring a registered professional engineer if there are unusual signs of cracks or movements.

II. ROOFS & GUTTERS

To prevent leaks or decaying problems check the following items:

- Look for damaged, loose or missing shingles.
- Check flashing around roof stacks, vents, skylights and chimneys.
- Cut back tree limbs growing on or over the roof.
- Check interior areas for signs of leaks.
- Check misaligned or damaged gutters.
- Remove obstructions from down spouts
- Extend down spouts 3-4 feet from foundation and place splash blocks under all down spouts.
- Consider hiring a professional contractor or roofer to do any major repairs

III. DOORS AND WINDOWS

To prevent air and weather penetration problems check the following:

- Check the caulking around all windows, doors, corner boards and joints for deterioration and replace as needed.
- Check weather-stripping on all doors to function properly.

IV. HEATING AND COOLING

To maintain comfort, efficiency, energy conservation and safety check the following.

- Change or clean furnace filters monthly.
- Ducts and registers: vacuum out all dirt, debris and dust. Consider hiring a professional to clean the duct system.
- For maximum efficiency the air conditioning systems should be professionally serviced on an annual basis.
- The outside compressors must breath freely at all times so keep the area clear of debris or restrictions.
- Consider hiring a licensed heating and air contractor to repair hot water heaters, air conditioners or furnaces.

V. ELECTRICAL

To aid in safe electrical effectiveness check the following:

- Check all exterior wiring, outlets and switches for deterioration and proper covers.
- Locate electrical panel box and, if applicable, have fuses on hand.
- Monitor the performance and condition of lamps, cords, extension cords and plugs. Replace or repair when damaged.
- Consider hiring a licensed electrician for your own safety and to insure work is done to meet local city codes. If the wiring is old (such as knob and tube) contact a licensed electrician for a safety inspection.

VI. PLUMBING

For effective performance and preventive maintenance check the following:

- Locate the main water shut off valve.
- Check faucets and valves for signs of leakage under sinks in accessible areas.
- Keep garage doors closed in the wintertime as much as possible to prevent freezing.
- Use hot water heater blankets and use insulation to wrap exposed water lines.
- In the fall drain sprinklers and any exterior water lines.
- Close all exterior shutoff valves before cold weather.



708 W. Oakland St.
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CONTRACT FOR ENGINEERING CONSULTATION

This contract (hereinafter CONTRACT) dated (DATE): _____ is between AEI Group, P.L.L.L.P. , and/or agents thereof (hereinafter AEI) and _____ (hereinafter CLIENT) consisting of examination and review of limited aspects at the site (hereafter INSPECTION) on _____ and the development of a summary report (hereinafter identified as REPORT) regarding certain discoverable aspects of the building at: _____ (hereinafter mutually identified as address of BUILDING, site, and exterior improvements to site) for a initial fee of \$ _____ (hereinafter FEE).

INSPECTION is subject to the following terms and conditions: IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

1. This CONTRACT sets forth the entire understanding between AEI and CLIENT relating to the subject matter contained in it and merges all prior discussions and agreements, if any, between them as to that subject matter. This CONTRACT form is and has been available for review at any time by contacting AEI at 918.251.6910.
2. AEI in entering into this CONTRACT and by performing service hereunder does not assume, abridge, abrogate or undertake to discharge any duty or responsibility of CLIENT to any other party or parties. No party or entity other than CLIENT shall have any right to rely on REPORT or other representation or conduct of AEI or agents thereof, and AEI disclaims any obligations of any nature whatsoever with respect to such parties or entities.
3. REPORT represents the opinion of AEI at the time of issuance of REPORT and is furnished to help CLIENT understand reported engineering aspects of the BUILDING. CLIENT does not and will not seek indemnity by this CONTRACT from AEI against any losses or damages except to the extent provided herein.
4. INSPECTION and REPORT apply only to safely accessible and observable areas at BUILDING and to conditions only at time of INSPECTION.
5. Only those limited aspects of BUILDING specifically discussed in REPORT have been evaluated.
6. Unless otherwise specified herein, nothing in REPORT shall be deemed to imply, impute, suggest, or mean anything beyond what is specifically stated therein.
7. Prior to the signing of this CONTRACT, there has been no agreement between AEI and CLIENT except that AEI agreed to arrive at BUILDING for purposes of finalizing CONTRACT and presenting CONTRACT to CLIENT for signature, and, subsequent services.
8. REPORT is for the exclusive use of CLIENT, and REPORT is not to be used by anyone other than CLIENT, even on behalf of CLIENT, under any circumstances for any purpose whatsoever including, but not limited to, use in advertising to the general public or in any publicity material or in any other manner without prior written approval of AEI. CLIENT agrees to hold AEI harmless and to protect, defend and indemnify AEI, its subsidiaries and affiliates and its and their officers, directors, shareholders and agents against any claim, loss, expense, liability or damage, including reasonable attorney's fees arising out of any violation by CLIENT of the terms and conditions hereof.
9. CONTRACT is not assignable without prior written consent of AEI. Any attempt to assign any of the rights, duties, or obligations of CONTRACT without such consent is void.
10. Unless otherwise specifically stated, REPORT is not to be construed as a guarantee or warranty or implication that BUILDING meets local building, plumbing, structural, electrical and zoning codes or ordinances.
11. FEE is based on up to two (2) hours of engineering time (both on-site and off-site after the inspection). Additional engineering time is payable at the rate of \$250 per hour.
12. AEI will not issue REPORT until all necessary information has been gathered, the REPORT is complete, and all fees have been paid in full. AEI cannot promise delivery of the report at any specific time.
13. The liability of AEI, their agents, employees, subcontractors, and stockholders (personally), is strictly limited to FEE regardless of perceived or actual errors, omissions, negligence, oral representations, breach of contract (implied, oral or otherwise), malpractice, and delay by either AEI, their agents, subcontractors, employees or stockholders (personally), when these result in personal, financial or medical injury or damage to any person or persons who are (and/or may become) parties interested in (or are otherwise affected by) the contents of REPORT and/or BUILDING, its site, and/or site improvements. It is also understood and agreed that FEE is based on this level of liability. If a higher level of liability is required by CLIENT, CLIENT is hereby offered option to decline all services of AEI and refuse CONTRACT by notifying AEI via certified mail, return receipt requested, postmarked no later than three days after INSPECTION. If AEI is so notified and all copies of all reports are returned to AEI, and CLIENT executes a full release, the fee (if paid) will be returned to CLIENT, less the expense for any extra services beyond INSPECTION that CLIENT requested. It is further understood that agreement in writing and additional fees are required by AEI (in addition to obtaining permission and indemnity from owner of premises for certain tests and inspections).
14. Should any buyer or entity disclaim authority of CONTRACT signer to act as agent of any or all buyers, then the signer of CONTRACT herein indemnifies AEI for all costs, damages, judgments, and expenses incurred by AEI, including reasonable attorney's fees, regarding any claims against AEI made by buyer or entity that relies on REPORT or other representation or conduct of AEI or agents thereof.
15. INSPECTION and REPORT specifically relate to limited aspects of the BUILDING and do not include anything beyond limited aspects of the BUILDING.
16. INSPECTION is specifically of limited aspects of the BUILDING viewing limited aspects of the BUILDING from positions exclusively on the subject property or nearby public roads. INSPECTION does not include examination of existing, past, or potential problems relating to community drainage characteristics, community sewer and local water supply problems (chemical or otherwise), flood plain area characteristics, acid rain problems, soil salt problems, community environmental problems, property history, proposed roads, impending legislation, or past or ongoing legislation regarding the site and area.
17. Only those limited aspects of BUILDING specifically stated in REPORT as being examined were inspected and evaluated. In some cases, inspected aspects may be outside the BUILDING itself.
18. AEI does walk on flat roofs, if necessary, when access is provided by means of either an interior or exterior staircase, door, or roof hatch under which a permanently mounted ladder is located.
19. AEI does enter attics, if necessary, when the attics are fully floored and the headroom is more than four feet. However, if there is no flooring in the attic, then AEI will inspect it visually from the point of access if access is no higher than eight feet above the top floor (and assuming that climbing is not required). Inspection of

the subterranean crawl spaces, if necessary, is conducted in the same manner (presuming the head room is more than four feet and access is possible without climbing).

20. Although BUILDING or equipment may be in good condition at the time of INSPECTION, that condition may change thereafter. REPORT is not to be construed as a guarantee or warranty or policy of insurance regarding BUILDING, or of its fitness for alteration, decoration, rehabilitation or refurbishment, restoration, renovation, remodeling, or revision; or adequacy of lighting, soundproofing or insulation; or fitness during flood, windstorm, fire, high tide, earthquakes, hurricane, ice, and rainstorm; or subsurface environmental contamination; or level and degree of obsolescence (functional or otherwise).
21. REPORT encompasses the entire results of INSPECTION and specifically does not include expenses of upkeep, and maintenance. CLIENT will not form conclusions regarding BUILDING or aspects thereof which are not stated in REPORT except at CLIENT's own risk.
22. INSPECTION is a walk-through visual inspection of limited aspects of BUILDING. AEI reports what is found based on the visual discoverable conditions observed during the walk-through. Should CLIENT wish the places which are inaccessible and/or unobservable to be examined, AEI recommends that CLIENT make this known to AEI so as to obtain suggestions as to how this may be accomplished, if at all possible, and to determine what the additional fee would be.
23. In the event that it is necessary for AEI to return to the BUILDING to complete INSPECTION or REPORT as a result of unforeseeable circumstances, CLIENT is responsible to obtain additional access to BUILDING for AEI during normal business hours. AEI has no obligation to develop or deliver REPORT to CLIENT until such additional access is obtained. If CLIENT fails to obtain additional access for AEI to BUILDING, CLIENT remains responsible for payment of FEE. If CLIENT obtains additional access for AEI, CLIENT is responsible for payment of FEE, plus any others fees due under the terms of this contract or any other mutually agreed fees.
24. INSPECTION and REPORT are specifically not intended to be used for the purpose of evaluating the value of BUILDING. INSPECTION and REPORT are specifically not intended to be used as the basis for a decision to purchase or lease BUILDING or any portion of BUILDING. INSPECTION and REPORT are specifically not a specification for repair.
25. REPORT is to be read by CLIENT in its entirety. It is agreed that if CLIENT has any questions regarding any aspect of REPORT after fully reading it, CLIENT will notify AEI in writing before making firm decisions and/or undertaking expense or commitment.
26. In the event that CLIENT or CLIENTs agent requests AEI to delay completing REPORT beyond sixty (60) days after INSPECTION, or fails to provide all required information so REPORT cannot be completed until more than sixty (60) days after INSPECTION, additional review and revision will be required. If this additional review can be accomplished without a new site visit, the additional fee for the additional review and revision will be based on the time spent, with a minimum additional fee of \$250. In the event a new site visit is required, the additional fee will be at least an additional TOTAL FEE.
27. The payment terms are NET CASH. It is also understood and agreed that payment of INITIAL FEE (by check, credit card, money order, or cash) will be rendered upon completion of the INSPECTION and prior to release of REPORT. If INSPECTION is cancelled, or stopped for any reason, at any time following the arrival of AEI at BUILDING, full INITIAL FEE is due and payable at the time of cancellation. Any additional services requested by CLIENT are billable at \$250 per hour, with a two-hour minimum. Should any litigation develop, then it is mutually agreed that CLIENT will pay AEI'S reasonable attorney's fees involved in the litigation and collection of TOTAL FEE.
28. This CONTRACT shall be construed and enforced as a contract under seal in accordance with the laws of the State of Oklahoma. In the event CLIENT has a claim of breach of warranty, or for negligent inspection, CLIENT shall provide AEI with three (3) working days to re-inspect BUILDING before the client repairs or replaces the subject of the claim.
29. Should any litigation (including, but not limited to, small claims, professional arbitration, hearings, etc.) arise (with AEI as a defendant) as a result of INSPECTION, REPORT, or CONTRACT, it is mutually agreed that CLIENT is obligated to pay AEI's reasonable attorney's fees on a pro-rata basis from 0 to 100% depending upon the difference between: a) the actual damage award (or settlement) and b) the money damages sought, as a percent of b) the money damages sought.
30. All Notices regarding litigation shall be sent to AEI at 708 W. Oakland St., Broken Arrow, OK, 74012, and not to any other address. The venue for any litigation is mutually agreed to be Tulsa County, Oklahoma. In the event of a refund of FEE or portion thereof, or any other sum, such refund shall be a full and final settlement of all present and future claims and causes of actions, and AEI shall be thereupon generally and fully released.
31. It is mutually agreed that if AEI is requested by CLIENT or subpoenaed by CLIENT or adversary of CLIENT in any litigation involving a third party, where INSPECTION, REPORT, BUILDING, notes on INSPECTION and/or REPORT preparation, notes on INSPECTION and/or REPORT preparation, courtroom time, and/or other time is sought, CLIENT shall pay AEI's prevailing litigation rates or \$6000 per day or portion thereof, whichever is less, or obtain a protective order prohibiting said adversary or third-party from obtaining appearance, services, or information at CLIENT'S sole cost and expense.
32. The fee for each extra copy of the report is \$75 plus \$2.50 per photograph. The fee for separate copies of the photographs is \$100 for the first photograph plus \$10 for each additional photograph. Separate copies of the photographs must be ordered as a complete set.
33. The time involved to review and/or prepare any affidavits or other legal documents based on REPORT, INSPECTION, and/or BUILDING are payable at \$250 per hour with a two-(2) hour minimum. A retainer of \$500 must be paid to AEI prior to initiating review and/or preparation of any affidavits and/or other legal documents.
34. If any provisions (or provision clauses) of this CONTRACT shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions (and provision clauses) shall not in any way be affected or impaired thereby.
35. It is mutually agreed that CLIENT will not institute any action against AEI with any disciplinary entity or body unless a verdict in a court of law specified AEI as grossly negligent. If such an action is started by CLIENT before such a verdict, CLIENT is fully responsible for AEI's reasonable legal fees in defending the claim(s).
36. This CONTRACT can only be modified by a written consent agreement duly signed by persons authorized to sign it.
37. Unauthorized reproduction or alteration of REPORT or any part thereof, without express written permission of AEI, is a violation of law and is prohibited. Copies of REPORT not bearing the corporation or Professional AEI's seal or embossed seal shall not be considered to be a valid true copy. No part of REPORT may be reproduced or utilized in any form or by any means, electronic or mechanical, including photocopying, recording or by any informational retrieval system, without permission in writing. All rights are reserved by AEI.
38. All changes to REPORT after the final report is mailed is payable at \$250 per hour.
39. If CLIENT fails to provide AEI with information necessary to complete REPORT within sixty (60) days of INSPECTION, CLIENT agrees to pay AEI for additional time required to review initial INSPECTION notes.
40. The information in REPORT is fully restricted for use exclusively by CLIENT and/or AEI. No rights regarding extension of the use of REPORT is granted to assigns, successors, or others nor is reliance upon REPORT by any other individual corporation, company, or other entity granted without the express written permission of AEI. By accepting REPORT and or using REPORT and/or relying upon contents of REPORT, and/or paying for REPORT, CLIENT accepts the terms, notes, disclosures, conditions, inspection limitations, liability limitations, and general limitations specified therein.