



Standard Accessibility Inspection Report for Existing Commercial Buildings



Accessibility Inspection Agreement between Inspector and Client

The address of the property is: _____

Fee for the commercial inspection is \$ _____. INSPECTOR acknowledges receiving a deposit of \$ _____ from CLIENT.

THIS AGREEMENT made this _____ day of _____, 20____, by and between

(Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"),
collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as to terms and conditions on backer. Any
agreement for such additional inspections shall be in a separate writing or noted here: _____

INSPECTOR

CLIENT OR REPRESENTATIVE

Key: Y = Yes. *The statement is true and accessibility appears to be fine.*
N = No. *The statement is false and accessibility appears to be deficient.*
U = Unknown. *Inspector did not determine accessibility.*
N/A = Not applicable.

Accessibility Inspection Report

1. Parking

- 1.1 There are enough accessible parking spaces (8 feet wide plus 5 foot access aisle).

Total number of parking spaces	Number of accessible parking spaces needed
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total number of parking spaces
over 1,000	20 plus 1 for each 100 over 1,000

- 1.2 The accessible parking spaces are marked with the International Symbol of Accessibility.
- 1.3 The accessible parking spaces are the closest spaces to the accessible entrance of the building.
- 1.4 The accessible parking spaces have access aisles that are part of the accessible route to the accessible entrance of the building.

2. Route of Travel

- 2.1 There is a route of travel from the accessible parking spaces to the accessible entrance that does not require the use of stairs.
- 2.2 The route of travel is at least 36 inches wide.
- 2.3 The slopes on the route of travel are not greater than 5% (1"rise/20" run).

- 2.4 The route of travel is stable, firm and slip resistant.
- 2.5 The curbs on the route of travel include ramped curb cuts with a width of at least 36 inches

3. Ramp

- 3.1 Ramps longer than 6 feet have railings on both sides.
- 3.2 Railings are sturdy and between 34 and 38 inches high.
- 3.3 Ramps are stable, firm and slip resistant.
- 3.4 There is a 5 foot long level landing at the top and bottom of every 30 foot horizontal length of ramp and at every ramp switchback.

4. Entrance

- 4.1 The main entrance is accessible or there is a ramp or a lift or an alternative accessible entrance.
- 4.2 All inaccessible entrances have signs giving directions to the nearest accessible entrance.
- 4.3 The accessible entrance door has at least 32 inches of clear opening.
- 4.4 The accessible entrance door has at least 24 inches of clear wall space on the pull side of the door, next to the handle.
- 4.5 The accessible entrance door handle is no higher than 48 inches.
- 4.6 The accessible entrance door handle is operable with a closed fist (to simulate a person with limited use of his/her hands).

- 4.7 The accessible entrance door can be opened without too much force (less than 8.5 lbs force).
- 4.8 The accessible entrance threshold is not a trip hazard or wheel chair barrier (less than inches high or less than inches high with bevels on both sides).
- 4.9 The automatic door closer (if one exists) on the accessible entrance takes at least 3 seconds to close the door.

5. Interior

- 5.1 The interior carpeting is low-pile and tightly woven.
- 5.2 There are no noted hindrances to a person who uses a cane.
- 5.3 The corridors are at least 36 inches wide.
- 5.4 The corridors have wheelchair passing spaces at reasonable intervals (less than 200 feet) or intersecting corridors that can be used as passing spaces.

6. Rest Rooms

- 6.1 Public rest rooms include at least one fully accessible rest room on an accessible route of travel.
- 6.2 The inaccessible rest rooms have signs that give directions to accessible one.
- 6.3 Pictograms or symbols are used to identify rest rooms.
- 6.4 Accessible rest room door handles are no higher than 48 inches.
- 6.5 Accessible rest room door handles are operable with a closed fist (to simulate a person with limited use of his/her hands).
- 6.6 Accessible rest room doors can be opened without too much force (less than 5 lbs force).
- 6.7 The accessible rest room entry configuration provides adequate maneuvering and turn around space (60 inches in diameter) for wheelchairs.
- 6.8 The path to all fixtures in the accessible rest room is at least 36 inches wide.
- 6.9 The accessible rest room stall door is operable with a closed fist (to simulate a person with limited use of his/her hands) inside and out.
- 6.10 The accessible rest room has at least one wheelchair accessible stall that provides adequate maneuvering space for a wheelchair.
- 6.11 The wheelchair accessible stall has grab bars behind and on the side wall nearest the toilet.
- 6.12 The wheelchair accessible stall has a toilet seat that is 17 to 19 inches high.

- 6.13 The wheelchair accessible stall has a toilet seat that does not spring back to a lifted position.
- 6.14 The accessible rest room has at least one urinal with a rim no higher than 17 inches above the floor.
- 6.15 The accessible rest room has at least one lavatory with a 30 inch wide by 48 inch deep clear space in front of it.
- 6.16 The accessible rest room lavatory has a rim no higher than 34 inches.
- 6.17 The accessible rest room lavatory has at least 29 inches of knee space between the floor and the bottom of the lavatory apron.
- 6.18 The accessible rest room lavatory has no hot pipes or sharp surfaces underneath that could harm a person in a wheelchair.
- 6.19 The accessible rest room lavatory faucet can be operated with one closed fist (to simulate a person with limited use of his/her hands).
- 6.20 The accessible rest room lavatory faucet (if self closing) permits the water to flow for at least 10 seconds.
- 6.21 The accessible rest room soap dispensers and hand dryers are within reach of a person in a wheelchair and are operable with one closed fist.
- 6.22 The accessible rest room mirror (if provided) is mounted with the bottom edge of the reflecting surface no higher than 40 inches.

7. Elevators

- 7.1 The passenger elevators are located on an accessible path of travel.
- 7.2 The passenger elevator doors have a clear opening of not less than 36 inches.
- 7.3 The passenger elevators have wheelchair turning spaces that are at least 68 inches wide by 51 inches deep.
- 7.4 The passenger elevators have controls that are not higher than 54 inches for side approach and not higher than 48 inches for front approach.
- 7.5 The passenger elevators have controls that are labeled in raised Braille.
- 7.6 The passenger elevators serve all public levels of the building

8. Other

- 8.1 Notes regarding additional observed barriers are attached.
- 8.2 Exhibits are attached.



About This Accessibility Inspection Report

Various laws around the world require public accommodations to provide goods and services to people with disabilities on an equal basis with the rest of the general public. Businesses benefit from the patronage of all people. Those who own, lease, lease out, or operate places of public accommodation should have as a goal the identification and reduction of physical barriers to this patronage. This inspection report will help identify possible accessibility deficiencies in existing facilities.

Most laws regarding accessibility only regulate new construction and remodeling and do not oblige existing building owners to reduce barriers if such reduction is not readily achievable. This report does not cover all of the possible local, state, provincial and federal requirements regarding accessibility or barrier reduction. The information presented within this report was derived from a visual-only inspection of the property and is intended solely as informal guidance, and is not a determination of legal rights or responsibilities.

This report may be offered in conjunction with a complete commercial building inspection or offered as a separate, stand-alone inspection service.

1. INSPECTOR agrees to perform a visual accessibility inspection of the commercial building and to provide CLIENT with a written checklist inspection report identifying the possible accessibility issues that INSPECTOR observed. INSPECTOR will not test or otherwise analyze elements of the commercial building where destruction or dismantling of the particular element is required. The primary purpose of the inspection is to enhance the CLIENT'S information and knowledge about the commercial building to improve decision making for buying, selling or improving the property. As it may relate to this inspection, INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosures.
2. CLIENT understands that InterNACHI is merely a trade association, is not a party to this Agreement and that InterNACHI has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR.
3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability, accessibility or suitability of the commercial building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law.
4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the commercial 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 INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic commercial building inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic commercial building inspection.
6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.
7. 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 INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against InterNACHI itself allegedly arising out of this Agreement or INSPECTOR'S relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado.
8. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.
9. Payment of the fee to INSPECTOR (less any deposit noted above) 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 guaranty payment of the fee by the entity.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND
ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.