

Home Sweet Home Inspection Services, LLC

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Home Inspection Agreement

Property Address: _____ (“Primary Premises”)

Inspection Date: ____/____/____ Inspection Time: _____

Client(s): _____ (“Client(s)”)

Clients Mailing Address: _____

Phone: _____ E-mail: _____

Please read and sign this Pre-Inspection Agreement, which becomes part of the final report. This document explains the Scope of the Inspection, Limits of the Inspection, General Exclusions, Terms and Conditions, Limitations of Liability, and an Arbitration Agreement. You may call us for an explanation of this agreement or any aspect of the report which you do not fully understand.

Witnesseth: In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

SCOPE OF INSPECTION

The purpose of the inspection is to report the general condition of the Primary Premises and identify and disclose major defects and deficiencies of the inspected systems and components which (1) exist at the time of the inspection and (2) are evident to the inspector upon ordinary visual observation. The inspection will be performed in compliance with the standards of practice of the State of Florida Home Inspection Licensure Board, a copy of which is available upon request, and the standards of practice of InterNACHI. Minor and cosmetic defects may be listed in the report for maintenance purposes but it is not the intent, purpose or scope of the inspection to identify minor or cosmetic defects; nor will the inspection report identify and list all minor and cosmetic defects. **If you are concerned about any conditions noted in the Home Inspection Report, we strongly recommend that you consult a qualified Licensed Contractor or Engineering Specialist**

The inspection is intended to evaluate systems and components of the primary premises. Included with the inspection is the evaluation of primary attached garages/carports/decks/porches/patios. The inspection does not include evaluation of detached garages/carports/patios/decks or other structures unless explicitly specified.

Systems and components to be inspected include: exposed and visible foundations and structures, exteriors, roofing, plumbing, electrical, attic, interiors, bathrooms and kitchen, basement and crawlspaces, heating and central air conditioning, and garage or carport.

The client is encouraged to accompany the inspector during the inspection. Client participation shall be at the client’s risk for personal injury or damage to person or property for any reason or from any cause. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the client(s). The inspection report is not transferable. .

LIMITS OF THE INSPECTION

The inspection is limited to the readily accessible and visible systems, equipment and components of the home. Client agrees to assume all risk for all conditions which are concealed from view at the time of inspection. The inspector will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions. The inspection will not include destructive testing of any kind.

GENERAL EXCLUSIONS

The following conditions are **NOT** within the scope of the inspection:

- 1) Water or air quality
- 2) Presence of toxic or carcinogenic matter emitted from the ground, building materials, in water or air supply or from the operation of any equipment.
- 3) Items that are obstructed, inaccessible or not in plain view.
- 4) Mold or mold type.
- 5) Animal or insect infestations.

Examples of the conditions excluded above include, but are not limited to, the presence or absence of environmental hazards, asbestos, lead paint, lead pipes, lead solder, radon, urea formaldehyde insulation, toxic wastes, polluted water, mold, or termite/pest infestation. It is the responsibility of the client to conduct further inspection by qualified consultants to identify, disclose or detect the presence of these contaminants and any necessary remediation.

You acknowledge and agree that this Inspection and the inspection report and findings are limited in nature and scope, and that the following are outside the scope of the inspection, therefore they cannot be accurately assessed by the inspector during a limited inspection: appliances, Ancillary electrical systems (including: TV cable systems and antennas, intercom systems, lightning protection systems, playground equipment, swimming pools, hot tubs/spas, free standing heating stoves, humidifiers, air purifiers, solar systems, water softeners and filters, wells, septic systems, irrigation systems, latent defects, adequacy of system designs, zoning or building code compliance, heating cables, fire escapes, elevator components and shafts, air-quality analysis, concealed wiring, door opening and doorbell systems, fire alarm systems, security systems, telephone systems). Basic operational testing of built-in kitchen appliances is performed (dishwasher/oven/range/microwave/garbage disposal). No determination beyond basic operation is made regarding the performance or service life of appliances.

THE INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY that the items inspected are defect-free, or that concealed defects do not or will not exist. Problems may exist even though signs of such may not be present during the inspection. No representation is made as to how long any equipment will continue to function or the remaining lifetime of any component. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

TERMS AND CONDITIONS:

A. The Client recognizes that this report is solely for the benefit of the Client and that any person or party designated by the Client to receive information in this report shall be subject to the TERMS AND CONDITIONS contained herein. Such designation, if any, shall be provided in writing to the inspector.

B. The client agrees that any claim arising in connection with this agreement shall be made in writing to the *Home Sweet Home Inspection Services, LLC* at the address above by certified mail, return receipt requested within 10 days after discovering any problem. *Home Sweet Home Inspection Services, LLC* shall not be subject to any claims after one (1) year from the date of the inspection, to the extent allowed by law.

C. The client agrees to allow the inspection company to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the inspection company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims client may have against *Home Sweet Home Inspection Services, LLC*.

D. The Client agrees that, to the extent allowed by law, any damages or breach of this contract or report are limited to the amount of the inspection fee only. Further, the parties agree *Home Sweet Home Inspection Services, LLC* is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by *Home Sweet Home Inspection Services, LLC* in the performance of the limited visual inspection and production of a written inspection report as described herein, that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from failure to perform such services and in the case of failure to perform such services, and resulting loss. Furthermore, the Client agrees to pay all attorney fees should the Client pursue a civil action against *Home Sweet Home Inspection Services, LLC*, and fail to prevail.

E. The Client agrees that this agreement represents the entire agreement 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 and supported by valid consideration.

LIMITATION OF LIABILITY AND ARBITRATION AGREEMENT:

It is understood and agreed that the *Home Sweet Home Inspection Services, LLC* is not an insurer and that the inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The Client hereby releases and exempts *Home Sweet Home Inspection Services, LLC* and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature.

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the rules of the state. The decision of the Arbitrator appointed thereunder shall be final and binding judgment on the Award that may be entered in any Court of competent jurisdiction.

INSPECTION FEE: \$ _____ Payment in full is due at the time of inspection. No report will be issued until full payment is received

ACKNOWLEDGEMENT:

I, the undersigned, have carefully read the preceding Inspection Agreement and Description and fully understand and agree with the limitations, exclusions and terms described.

Client Signature: _____ Date: _____

Agent for Client Signature: _____

Inspector: Thomas L Wells
Thomas L Wells License #HI7687

NOTE: The inspection report is confidential for the Client. If Client wishes to authorize *Home Sweet Home Inspection Services, LLC* to release a copy of this report to any third party, please include the name and address below

Name _____

Address _____

Client Signature _____ Date _____