

PRE-INSPECTION AGREEMENT

Subject Property to be Inspected:

Inspection Date:

Inspection Time:

() AM () PM

Client(s) Name:

Client(s) Present Address:

Inspected By:

PLEASE READ THIS DOCUMENT AND ATTACHED ADDENDUM(S) CAREFULLY. IT CONTAINS AN ARBITRATION PROVISION THAT LIMITS YOUR RIGHT TO MAINTAIN A COURT ACTION. IF YOU HAVE ANY QUESTIONS REGARDING THE TERMS OF THIS PRE-INSPECTION AGREEMENT YOU SHOULD DISCUSS THEM WITH THE INSPECTOR PRIOR TO SIGNING THIS AGREEMENT.

The Client authorizes , hereinafter referred to as "the Company", to provide the following inspection services at the above identified Subject Property, and agrees to pay the price stated to The Company for the performance of the inspection(s) and issuance of the inspection report(s).

_____ **ONLY THOSE SERVICES CHECKED OFF WITH A WRITTEN PRICE WILL BE PROVIDED** _____

<input type="checkbox"/> Home Inspection	\$	<input type="checkbox"/>	\$
<input type="checkbox"/>	\$	<input type="checkbox"/>	\$
<input type="checkbox"/>	\$	<input type="checkbox"/>	\$

The total fee for our service(s) is \$ _____ Payment is expected at the time of inspection. The Company will notify you of the exact fee balance, if any, after the inspection. Any amounts must be remitted at that time. All expenses incurred in collecting any overdue payments or returned checks are the responsibility of the Client.

Payment is made by: Check No.

Cash / Money Order No.

Credit Card

REPORT DISTRIBUTION: The Client controls the distribution of all inspection reports and authorizes the Company to release copies of the report or summary to the following: CLIENT CLIENT'S Real Estate Agent CLIENT'S Attorney Other:

BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY: Any dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the Inspection or the Report shall be submitted to final and binding arbitration as conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC. The decision of the arbitrator appointed by Construction Dispute Resolution Services, LLC shall be final and binding and judgment on the decision may be entered in any Court of competent jurisdiction. All proceedings must be held in the state where the inspection was performed. **NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.**

I have read and agree to each of the terms, conditions, limitations and exclusions of this Pre-Inspection Agreement and the attached addendum(s).

Client's Signature: _____ Date: _____

Client's Name: _____

Inspector's Signature: _____ Date: _____

Inspector's Name: _____

LIMITATIONS AND EXCLUSIONS OF THE HOME INSPECTION AND REPORT

CLIENT AND COMPANY (Company is also defined to include any and all inspectors who perform the contracted-for inspections as an employee or independent contractor of the Company) agree to the following terms and conditions:

BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY: Any dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the Inspection or the Report shall be submitted to final and binding arbitration as conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC. The decision of the arbitrator appointed by Construction Dispute Resolution Services, LLC shall be final and binding and judgment on the decision may be entered in any Court of competent jurisdiction. All proceedings must be held in the state where the inspection was performed. **NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.**

- 1. Client Attendance and Permission to Access Property:** The Client acknowledges that Client and/or any authorized representative has been encouraged to attend and participate in the inspection and recognizes that failure to do so may result in less than a complete understanding of the findings. The Client further acknowledges that such participation is at the Client's own risk. The Client warrants that permission has been secured for the Company to enter and inspect the Property.
- 2. Standards of Practice:** The scope of this inspection is defined and limited by the standards, limitations, exceptions and exclusions as contained in the provisions of *Fla. Stat. § 468.8311*, the provisions of *61-30.801-811, F.A.C. ("FL SoP")* and this Pre-Inspection Agreement. Home inspections performed to these standards are intended to provide the Client with information regarding the overall condition of installed systems and components of the home based on observation of the visible and apparent condition of the structure and components at the time of the home inspection and to report on those systems and components inspected that, in the professional opinion of the inspector, are significantly deficient or at the end of their service lives. A home inspection does not include the prediction of future conditions. The inspector shall inspect readily accessible, installed systems and components of homes listed in the *FL SoP* by using normal operating controls and opening readily operable access panels. Where multiple instances of the same component exist, a representative number shall be inspected.
- 3. Definitions and Purpose of the Inspection: Home inspection services** means a limited visual examination of the following readily accessible installed systems and components of a home: structure; electrical system; HVAC system; roof covering; plumbing system; interior components; exterior components; and site conditions that affect the structure, for the purposes of providing a written professional opinion of the condition of the home. **Home** does not include the common areas of condominiums or cooperatives. The purpose of the **home inspection** is to identify and report on systems and components inspected that, in the professional opinion of the inspector, are significantly deficient or at the end of their service lives. **Additional evaluation** means examination and analysis by a qualified professional engineer, contractor, tradesman or service technician beyond that provided by the home inspection. **Normal operating controls** are devices such as thermostats, switches or valves intended to be operated by the homeowner. **Readily accessible** means available for visual inspection without requiring dismantling or destructive means to gain access, moving of items, including but not limited to, furniture, personal property, stored items, clothing, wall or floor covering, or debris, dismantling, or any action which will likely involve risk to persons or property. For the purposes of this definition, readily accessible includes opening electrical covers or removing electrical panel covers if safe to do so and if it can be done easily without damaging property. **Readily operable access panel** means a panel provided for homeowner inspection and maintenance that is within normal reach, can be removed by one person and is not sealed in place. **Service life** is the expected lifetime, or the acceptable period of use in service of a particular system or component. It is the time that any manufactured item can be expected to be "serviceable," providing proper maintenance has taken place over the period concerned. Service life may vary from region to region, and inspection to inspection based on the home being inspected and the professional opinion and findings of the inspector. **Significantly deficient** means not operating in the manner in which the system or component was designed to operate, not capable of performing its intended function, or creates a significant risk of personal injury during normal, day-to-day use.
- 4. Inspection Report:** The Client and the Company agree the Company, and its inspector(s), will prepare a written home inspection report which shall: (A) identify and describe the systems or components present at the time of the inspection by their type and/or significant characteristics; (B) report on those systems and components inspected that, in the professional opinion of the inspector, are significantly deficient or are near the end of their service lives; (C) if not self-evident, provide a reason why the system or component reported under paragraph (B) is significantly deficient or near the end of its service life; (D) identify any systems and components that were present at the time of the inspection but were not inspected, and a reason they were not inspected; and (E) make recommendations for correction and/or monitoring, or additional evaluation of the deficiencies that the inspector observed.
- 5. Inspection Exclusions:** The Company **IS NOT REQUIRED TO DETERMINE:** conditions of systems or components that are not readily accessible; remaining life expectancy of any system or component; strength, adequacy, effectiveness, or efficiency of any system or component; the causes of any condition or deficiency; methods, materials, or costs of corrections; future conditions, including but not limited to failure of systems and components; the suitability of the property for any specialized use; compliance with regulatory requirements (codes, regulations, laws, ordinances, etc.); market value of the property or its marketability; the advisability of purchase of the property; the presence of potentially hazardous plants or animals, including, but not limited to, wood destroying organisms or insects or diseases harmful to humans including molds or mold-like substances; the presence of any environmental hazards including, but not limited to, toxins, carcinogens, noise, and contaminants in the soil, water, or air; the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances; operating costs of systems or components; acoustical properties of any system or component; or soil conditions relating to geotechnical or hydrologic specialties. The Company **IS NOT REQUIRED TO OFFER OR PERFORM:** any act or service contrary to law; engineering services; or any trade or any professional service other than home inspection. The Company **IS NOT REQUIRED TO OPERATE:** any system or component that is shut down or otherwise inoperable; any system or component that does not respond to normal operating controls; or shut-off valves or manual stop valves. The Company **IS NOT REQUIRED TO ENTER:** any area that will, in the opinion of the inspector, likely be dangerous to the inspector or other persons or damage the property or its systems or components; under-floor crawl spaces or attics that are not readily accessible; any area where an unsafe or unsanitary condition exists; any area where in which inadequate clearance exists to allow the inspector safe entry or traversing; or any area where the potential exists to cause damage to insulation, ductwork, other components or stored items. The Company **IS NOT REQUIRED TO INSPECT:** underground items including but not limited to underground storage tanks or other underground indications of their presence, whether abandoned or active; items that are not installed; installed decorative items; items that are not entered in accordance with other provisions of the *FL SoP*; detached structures other than residential garages and carports; any conditions or components specifically excluded from inspection pursuant to the *FL SoP*; or common elements or common areas in multi-unit housing, such as condominium properties or cooperative housing. The Company **IS NOT REQUIRED TO:** perform any procedure or operation that will, in the opinion of the inspector, likely be dangerous to the inspector or other persons or damage the property or its systems or components; describe or report on any system or component that is not included in the *FL SoPs* and was not inspected; move personal property, furniture, appliances, equipment, plants, soil, snow, ice, debris, lawn and garden equipment, tools, stored items, wall decorations, floor covering, clothing or any items that block the view and access to components or structures; or dismantle any system or component, except as specifically required by the *FL SoP*. The Company **IS NOT REQUIRED TO DETERMINE** whether any system or

component of the Subject Property has been affected by the illegal manufacture, distribution, storage, possession or sale of any illicit drugs, products or by-products, including, but not limited to, methamphetamines, and including any and all chemicals, tools, household fixtures or appliances used to facilitate such illegal activities. The Company **IS NOT RESPONSIBLE FOR DETECTING, IDENTIFYING, DISCLOSING OR REPORTING** 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: (1) asbestos; (2) radon; (3) oil, gasoline or any other petroleum product; (4) lead; (5) urea formaldehyde; (6) mold; (7) mildew; (8) fungus; (9) odors; (10) noise; (11) toxic or flammable chemicals; (12) water or air quality; (13) PCBs or other toxins; (14) electromagnetic fields; (15) underground storage tanks; (16) proximity to toxic waste sites or sites being monitored by any state or federal agency; (17) carbon monoxide; (18) the presence of or any hazards associated with the use or placement of Chinese drywall at the Subject Property; or any other environmental or health hazards, unless otherwise agreed to and an additional fee paid. The Company **IS NOT REQUIRED TO INSPECT:** (1) timers; (2) clocks; (3) thermostats; (4) safety devices; (5) lawn sprinklers; (6) detached structures; (7) fencing; (8) low voltage wiring or components; (9) radiant heat system performance; (10) security systems; (11) solar water heating components; (12) appliances, (13) freezers or similar storage compartments; (14) elevators, dumbwaiters and/or lifts of any type; (15) fire protection systems including sprinklers, hoods, ducts, air filtration systems and standpipes; and (16) acoustical properties and/or soundproofing.

6. **Disclaimer of Warranty:** The Client understands that the inspection and inspection report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. Additionally, neither the inspection nor inspection report is a substitute for any real estate transfer disclosures that may be required by law.

7. **Notice of Claims:** The Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. The Client also agrees to allow the Company ten (10) days to come to the Subject Property to inspect and evaluate any condition complained of by the Client to the Company and not to make, or allow others to make, any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency.

8. **LIMITATION ON TIME TO BRING LEGAL ACTION. PLEASE READ CAREFULLY:** Any legal action, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, ordinance, regulation or code, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the Inspection or Report must be brought within one (1) year from the date of the Inspection, regardless of when the Client first discovers the facts supporting such possible claims as identified herein. Failure to bring said action within one (1) year of the date of the Inspection shall be a complete bar to any such action and a full and complete waiver of any rights, actions or causes of action that may have arisen from the inspection and/or inspection report. This time period may be shorter than otherwise provided by State law.

9. **Choice of Law:** This Pre-Inspection Agreement shall be governed by Florida law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

10. **Systems & Components Not Inspected By Agreement:** The Client and the Company agree that the following systems and/or components of the Subject Property are specifically excluded from the inspection at the request of the Client:

11. **LIMITATION OF LIABILITY. PLEASE READ CAREFULLY:** The Client understands and agrees that the Company is not an insurer and that the payment for the inspection and report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the report as described herein. Thus, the Client agrees that the sole and exclusive remedy for any claims against the Company, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the Inspection or the Report, is limited to an amount equal to the inspection fee multiplied by two (2), as liquidated damages and not as a penalty. The Client releases the Company from any and all additional liability, whether based on contract, tort, or any other legal theory. The Client understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision.

12. **Responsibility for Return Inspections:** The Client understands that if any systems and/or components of the Property cannot be inspected due to unforeseen circumstances during the inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the Subject Property at a later date or time to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the report. If Client desires the Company to return at a later date or time the Client hereby agrees that the Company will charge the Client an additional fee in the amount of \$ _____ to conduct the return inspection.

13. **Entire Agreement:** This Pre-Inspection Agreement and any subsequent report issued to the Client by the Company represent 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 change or modification is in writing and signed by the parties and supported by valid consideration. 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. The inspection is being performed for the exclusive use and benefit of the Client. The inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

14. **Client's Agreement & Understanding of Terms:** By signing this Agreement, the undersigned Client agrees that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above. The Client understands that the Client has a right to have an attorney of the Client's choice review this Agreement before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Agreement, the Client is free to not sign it. The Client understands that the Client may retain another provider to perform the services contemplated by this Agreement. The Client further understands that, should the Client not agree to the terms and conditions set forth in this Agreement, the Client may negotiate with the Company for different terms and conditions.

Client's Signature: _____

Date: _____

Client's Name: _____

Please Print

Inspector's Signature: _____

Date: _____

Inspector's Name: _____

Please Print