

# HOME INSPECTION AGREEMENT

(Please Read Carefully)

Client: \_\_\_\_\_ Fee: \$ \_\_\_\_\_

Inspection Address: \_\_\_\_\_ City: \_\_\_\_\_ FL Zip: \_\_\_\_\_

## Purpose of Inspection

(Your Company name) agrees to conduct an inspection for the purpose of alerting the client to major deficiencies in the condition of the property. The inspection and report are performed and prepared for the sole confidential and exclusive use and possession of the client. The written report will include findings of a visual and operational inspection of the following only:

- Site Condition
- Exterior walls, Overhangs, Windows and Doors
- Foundation and Floors
- Roof Structure, Coverage & Drainage
- Interior Walls, Ceilings
- Electrical, Plumbing, Heating and Air Conditioning
- Doors and Built-In Trim
- Insulation and Ventilation
- Appurtenant Structures or Facilities such as pools, sheds, seawalls, docks, and detached buildings unless specifically excluded

## Scope of Inspection

It is understood and agreed that this inspection will be performed according to the STANDARDS OF PRACTICE of the (Your association standards). A copy of which is available for review. It will include a thorough inspection of readily accessible areas of the building and is limited to visual observation of apparent conditions existing at the time of inspection only. Latent and concealed defects and deficiencies are excluded from the inspection. Equipment and systems will not be dismantled.

Although some recommendations for maintenance and improvements may be made, they reflect only the opinion of the inspector. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

**The inspection and report do not address and are not intended to address the possible presence of or danger from potentially harmful substances and environmental hazards, including, but not limited to radon gas, lead paint, asbestos, urea formaldehyde and toxic or flammable chemicals. Also excluded are inspections and report on wells, septic systems, underground tanks, security systems, intercom systems and water softeners. We do not inspect for the presence of rodents, termites and other insects.**

(Your company name) is not bound by any statements made by any persons not owners or employees of (Your company name) This includes statements made by real estate agents, salespersons, realtors, title agents, or other persons associated with the client regarding the subject real property.

## Limitation of Liability

The parties agree that (Your company Name) and its employees and agents assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature, beyond the cost of this inspection. THE INSPECTION AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM.

**Recommended Additional Inspections**

**(Your company name)** strongly recommends that the client hire a state-licensed termite inspector as those inspections are not part of the scope of the inspection agreed to herein.

**Arbitration**

The parties hereto agree that any and all disputes relating to or arising out of this agreement and the home inspection performed in accordance herewith shall be resolved by binding arbitration to be held within the county in the state of **(your state)** in which the inspection was performed. Failure to invoke said arbitration upon initiation of other legal proceedings shall not act as a waiver thereof.

**Insurance**

Nothing in this agreement shall act as a representation that **(Your company name)** has Errors and Omissions Insurance coverage.

**Other**

The parties agree that: (1) facsimile signatures shall act as originals in all respects; (2) e-mailed signatures and e-mailed versions of this agreement, where authorized by **(Your company Name)** shall act as originals in all respects; (3) executed counterparts of this agreement shall act as originals in all respects; (4) should any part hereof be deemed void for any reason under the law, the rest of the provisions herein shall survive; (5) this agreement represents the entire understanding between the parties unless modified in writing by both parties whose signatures are attached thereto and which has been provided to **(Your company name)**, at its business address by U.S. Mail; (6) this agreement shall be governed by the laws of the state of **(your state)** and by state courts within the jurisdiction in which the inspection was performed should the parties fail to resolve this matter in accordance with the binding arbitration agreed to above; and (7) all notices and other communications regarding this agreement, unless otherwise specified above, shall be sent via U.S. Mail to: **(Your company name, address and contact information)**.

Acceptance and understanding of this agreement are hereby acknowledged.

\_\_\_\_\_ (Client or Representative)  
Date

Client authorizes copies of report to \_\_\_\_\_

Client's e-mail address (optional) \_\_\_\_\_

Client's facsimile (optional) \_\_\_\_\_

