

Accurate Home Inspections

Inspection Contract

PO Box 510604
Key Colony Beach, FL 33051
PH: (772) 405-7148
FX: (305) 509-7808

Doug@Accurate-Home-Inspections.com

CLIENT: _____
INSPECTION ADDRESS: _____
INSPECTOR: Douglas Mudge, Florida License #BN4476, HI219 & NACHI 09082902
AGENT: _____
INSPECTION DATE / TIME: _____ INSPECTION FEE: _____

TERMS AND CONDITIONS THIS CONTRACT LIMITS LIABILITY

It is agreed by all parties involved that this inspection is to be performed according to the following terms and conditions:

1. Client agrees that the purpose and scope of the inspection is to assist in the evaluation of the overall condition of the dwelling. The inspection and report are based on the observations of the visible, accessible and apparent condition of the home on the day of inspection and within the allotted time. It is not the determination of any future conditions. **Inspector** agrees to perform the visual inspection of the home and to provide **Client** with a written copy of the inspection report identifying any defects that the inspector both observed and deemed material. The inspection report should be considered only supplementary to the seller's disclosure.

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2. Client and / or **Clients Agent** warrant that all necessary arrangements have been made with the selling party for the **Inspector** to enter and inspect the property described above. Understanding that the inspection may take 2-6 hours and that all utilities are, or have been, activated.

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3. Inspector agrees to perform the inspection in accordance with Florida Standards of Practice 61-30.801. Although **Inspector** agrees to meet or exceed Florida's Standards of Practice, **Client** understands that these standards contain certain limitations, exceptions, and exclusions. **Client** understands that inspector will not test for the potential dangers arising from radon, asbestos, lead paint, formaldehyde, molds, Chinese drywall, soil contamination and other environmental hazards or violations. **Client** further agrees that Building Code compliance and FEMA compliance will not be included in this home inspection, unless otherwise indicated below in Section 8 and performed for an additional fee.

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4. Payment of the fee to **Accurate Home Inspections** (less any deposits) is due in full and expected on the day of the onsite inspection. The **Client** understands and agrees the fee charged by **Accurate Home Inspections** is for the physical onsite inspection only and that **Accurate Home Inspections, Co.** retains ownership and copyright privileges of the provided written report.

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5. The inspection and report are performed and prepared exclusively for the **Clients** review and all information contained is confidential. The Client understands and agrees information in the report may not be shared with outside third parties not involved in this particular transaction. **Accurate Home Inspections Co.** accepts no responsibility for use or misinterpretation by outside third parties. The Inspectors 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, operation, habitability or suitability of the home 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.

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6. Client authorizes **Accurate Home Inspections / Inspector** to disclose information to real estate agents, sellers, lenders, insurance companies or other parties intimate to this particular transaction for clarification, facilitation of repairs, etc.

YES _____ NO _____ OTHER _____

7. While it is preferable to have the **Client** present on site during the inspection, certain conditions are agreed to between the **Client** and the **Inspector**. **Client** agrees not to follow inspector onto any roof or into any attic, crawlspace or other hazardous work area during the inspection. Further **Client** agrees not to use any equipment (ie: ladders, electrical tester etc.) belonging to the **Inspector** for any reason during the inspection. **Clients** also agree that **Accurate Home Inspections Co.** and / or the **Inspector** will not be liable for the safety of **Client** at any time.

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8. ADDITIONAL TERMS or INSPECTIONS: The above stated fee of \$ _____ includes _____

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9. CANCELLATION & NON-SERVICE POLICY: To cancel or re-schedule and inspection is no problem as long as we have 48 hour notice. **Client** understands and agrees to pay a \$75.00 cancellation fee for inspection appointments cancelled with less than 48 hours from your scheduled date and time. **Client** further understands there is a \$75.00 minimum trip charge for inspections that cannot be completed due to water / electric service not being connected at the time of inspection.

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10. Accurate Home Inspections Co. assumes no liability for the cost of repair or replacement of any reported or unreported defects or deficiencies either current or arising in the future. **Client** acknowledges that the liability of Accurate Home Inspections Co., its agents, employees or sub-contractors, claims for damages, cost of defense or suit, attorneys fees and expenses and payments arising out of or related to the **Inspectors** negligence or breach of any obligation under the agreement, including errors and omissions in the inspection or the report, shall be limited in liquidated damages to **four times the inspection fee paid**, 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 home 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: (1) to reflect the fact that actual damages may be difficult and impractical to ascertain, (2) to allocate risk among the **Accurate Home Inspections Co.** and **Client**, and (3) to enable the **Accurate Home Inspections Co.** to perform the inspection at the stated fee.

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11. Client understands that the **Inspector** will not perform any repairs of deficient items found during the inspection, regardless of circumstances. **Client** understands that creating estimates for repairs or managing repair work, is outside the scope of a normal home inspection and would require an additional agreement for an additional fee. Further, for us to remain ethically correct and completely impartial, **Inspector** will not recommend any particular contractors to the **Client**, but instead recommend that the **Client** obtain at least three written estimates for repairs from Florida State Licensed Contractors that are licensed to perform the type of work that may be needed.

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INSPECTION ADDRESS: _____

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12. In the event of a claim against **Accurate Home Inspections Co.**, **Client** agrees to supply **Accurate Home Inspections Co.** with the following: (1) Written notification of adverse conditions within 14 days of discovery and (2) Access to the premises. **Accurate Home Inspections Co.** is not responsible for any claims if repairs are made and money is spent without notifying **Accurate Home Inspections Co.**, as previously stated. Failure to comply with the above conditions will release **Accurate Home Inspections Co.**, the **Inspector** and any of its agents from any and all obligations or liability of any kind.

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13. The **Client** agrees that any litigation arising out of this agreement shall be filed only in the Court having jurisdiction in the County in which the **Accurate Home Inspections Co.** has its principle place of business. In the event the **Client** fails to prove any adverse claims against **Accurate Home Inspections Co.** or the **Inspector** in a court of law, **Client** agrees to pay all reasonable legal cost, expenses and fees of **Accurate Home Inspections Co.** and the **Inspector** in defending said claims.

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14. If any court declares that any provision of this Agreement is 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 **Accurate Home Inspections Co.** 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 or initialed by both 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 **Accurate Home Inspections Co.** or **Inspector** after four years from the date of inspection.

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CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE INSPECTORS STATE LICENSE, AND THE FLORIDA STATUTES 61-30.801 - 61-30.812 STANDARDS OF PRACTICE FOR HOME INSPECTORS.

Signed By: _____ Date: _____
CLIENT (OR AUTHORIZED AGENT)

Signed By: _____ Date: _____
DOUGLAS MUDGE, ACCURATE HOME INSPECTIONS

INSPECTION ADDRESS: _____