

Florida Property Inspections Home Inspection Agreement

This is an Agreement between you, the undersigned Client, and us, the Inspector or Company, pertaining to our inspection of the Property at:

_____. The terms below govern this Agreement.

1. The fee for our inspection is \$ _____, payable in full at \$ _____ at a time before the appointment or inspection.
2. We will perform a visual only inspection of the home/building and provide you with a written report identifying the defects that we (1) observed visually and (2) deemed material. The report is only supplementary to the seller's disclosure.
3. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at www.nachi.org/sop. If your local jurisdiction has adopted mandatory standards that differ from InterNACHI's SOP, we will perform the inspection in accordance with your local jurisdiction's standards. You understand that InterNACHI's SOP contains limitations, exceptions, and exclusions which is considered part of this agreement. You understand that InterNACHI is not a party to this Agreement, has no control over the Inspector or Company, and does not employ or supervise the Inspector or Company.
4. Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, we will not test for mold. Unless otherwise indicated in writing, we will not test for compliance with any and all applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations. We do not inspect for nor does the inspector have an in-depth knowledge of violations of various local, state and federal building codes and as such shall not be held liable for such violations. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects. Inspections fully exclude items not listed in the inspection scope of work document which shall be deemed inclusive of this agreement.
5. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. This agreement does not equate the inspector-client relationship to a special relationship deserving of heightened protection. We disclaim all warranties, express or implied, to the fullest extent allowed by law.
6. **LIMITATION ON LIABILITY AND DAMAGES.** We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than 1.5 times the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that this liquidated damage is not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee. If you wish to eliminate the liquidated damages provision, we are willing to perform the inspection for an additional fee of \$1,000.00, payable in advance.
7. We do not perform engineering, architectural, plumbing, electrical, HVAC, building code inspections, or any other job function requiring an occupational license in the jurisdiction where the property is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate agreement in writing. You hereby agree that an inspection does not place the home under the control of the inspector. You shall hold harmless the individual inspector from personal liability for provided services and he shall be deemed a party to this agreement.
8. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents so that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from any and all liability. Our duty of care is limited to this agreement, our scope of work, and our required inspection standards. All FAQ's and terms and conditions on and regarding our website apply to this agreement.
9. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. You agree that the exclusive venue for any legal action against InterNACHI itself, allegedly arising out of this Agreement or our membership in InterNACHI, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with thirty days' written notice of the nature of the claim, in sufficient detail and with sufficient supporting documents that InterNACHI can evaluate it. In any action against us or InterNACHI, you waive trial by jury. You shall have no right to any cause of action against us after thirty days from the date of the inspection.
10. If a court declares any provision of this Agreement invalid, the remaining provisions shall wholly remain in effect. If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees.
11. Past-due fees for your inspection shall accrue interest at 8% per year or the maximum allowed by law, whichever is greater. You agree to pay all costs and attorney's fees we incur in collecting any fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.
12. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.
13. You may not assign this Agreement.

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14. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You are urged to and had the opportunity to consult qualified counsel before signing this agreement.

15. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

16. If you would like a large print version of this Agreement before signing it, you may request one by emailing us.

17. This inspector participates in InterNACHI's Buy-Back Guarantee Program, and you will be bound by the terms you may view at www.nachi.org/buy.

18. You understand that I we may use a drone as part of our inspection. You give us permission to operate the drone on and above your property. You agree that if the drone causes injury or property damage through no fault of ours, we are not responsible for the injury or damage and we are hereby held harmless.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

CLIENT NAME

CLIENT SIGNATURE

(Date)