



# Home Inspection Agreement

3301 Calle Del Mar, Melbourne, Fl. 32904 Ph. 321- 427-2080 Fax 321-802-4370

Buyer: \_\_\_\_\_

The address of the property is: \_\_\_\_\_

Fee for the home inspection is \$ \_\_\_\_\_. THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between WHITE HOUSE INSPECTIONS (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. Although INSPECTOR agrees to follow NACHI's Standards of Practice, CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of Radon – a colorless, odorless, radioactive gas. Unless otherwise indicated below or on a separate contract (additional fee), CLIENT understands that INSPECTOR will NOT be inspecting or testing for mold or Chinese drywall.

3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S 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, operability, habitability or suitability of the home/building 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 to the fullest extent.

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, 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/building 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 (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

5. INSPECTOR is a home inspector generalist and not acting as a licensed engineer or expert in any craft or trade. If the INSPECTOR recommends consulting other specialized experts, CLIENT must do so at CLIENT's expense.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will automatically release INSPECTOR and its agents from any and all obligations or liability of any kind.

7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against NACHI itself allegedly arising out of this Agreement or INSPECTOR'S relationship with NACHI must be brought only in the District Court of Boulder County, Colorado.

8. If any court declares any provision of this Agreement 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 INSPECTOR 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 by the 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 INSPECTOR after one year from the date of the inspection.

9. INSPECTOR may have an affiliation with third-party service providers ("TPSP") in order to offer value-added service to its CLIENT. The INSPECTOR may also arrange for these TPSP to send literature or make post-inspection contact with the company's clients.

10. Payment of the fee to INSPECTOR is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity. Cancellations less than 24 hours of inspection or due to no utilities incur \$100 charge.

**CLIENT/REPRESENTATIVE HAS CAREFULLY READ THE FOREGOING, AGREES TO, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. I AM ACKNOWLEDGING I HAVE READ AND AGREE TO THE INSPECTION AUTHORIZATION (SEE BACK).**

INSPECTOR/PRESIDENT

DATE

CLIENT/REPRESENTATIVE

DATE

## Inspection Authorization ( Continued )

I (Client) hereby request a limited visual inspection of the structure at the address named on page 1 of this authorization, for my sole use and benefit. I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this agreement. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have.

### SCOPE OF INSPECTION

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report, which may be in need of immediate major repair or at end of useful life. The inspection will be performed in compliance with generally accepted standards of practice, a copy of which is available upon request or [www.nachi.org](http://www.nachi.org). The scope of the inspection is limited to the items listed within the report pages.

### OUTSIDE THE SCOPE OF THIS INSPECTION OR EXCLUSIONS OF THIS HOME INSPECTION

Any area that is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions, which are concealed from view at the time of the inspection.

Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF INSPECTION or EXCLUSIONS:

- Building code or zoning ordinance violations
- Geological stability or soils condition
- Structural stability or engineering analysis
- Termites or any wood destroying organisms, pests of any kind
- Testing (of any kind) for asbestos, radon, formaldehyde, lead, water or air quality
- Electromagnetic radiation, mold, fungal, Chinese drywall or any environmental hazards
- Building value appraisal or cost estimates, Condition of detached buildings
- Condition of underground, under slab or in wall piping
- Specific components or systems noted as being excluded or not inspected as listed in the inspection report.
- Public or private water or sewage systems, lawn irrigation systems
- Saunas, steam baths, or fixtures and equipment
- A radio-controlled device, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls
- Water softener / purifier systems or solar heating systems
- Furnace heat exchangers, freestanding appliances, security alarms or personal property
- Determine the adequacy or efficiency of any appliance, system or component
- Prediction of life expectancy of any item, system or component
- Window air conditioners; Change the position of electrical breakers
- Traverse attics or crawl spaces
- Operation of any valves; move furniture, rugs, debris or personal property
- Walk on roofs or extend ladder above one story
- Disassembling any component, system or appliance

This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law. This inspection does not determine whether the property is insurable.

Client will be emailed the inspection report within 24 hours of completion of the inspection.

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. It is strongly recommended, if the Inspector's report recommends consulting an appropriate licensed contractor or notes a hazard exist that the Client takes the appropriate action at Client's own expense before close of escrow or closing.

Initials