

# E-Inspections Now, Inc.

## INSPECTION AGREEMENT

THIS AGREEMENT is made and entered into by and between, E-INSPECTIONS NOW, INC. (herein referred to as "the Inspector") and \_\_\_\_\_, hereinafter referred to as "the Client." The Inspector, who is a Florida Licensed Home Inspector as defined by Florida Statutes Chapter 468, is hereby retained by the Client on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes of performing a Home Inspection as defined and set forth by the terms contained herein.

In consideration of the promises and terms contained within this Agreement, the parties agree as follows:

1 Definitions:

- a. The term "Fungi" as used herein means any form of fungus, including but not limited to yeast, mold, mildew, rust, smut, or mushroom and any spores thereof.
- b. The "Inspection" shall be comprised of the services permitted and outlined in Florida Statute 468.8311, including the limited visual examination of the following readily accessible installed systems and components of a home: the structure, electrical system, HVAC system, roof covering, plumbing system, interior components, exterior components, and other site condition that affect the structure. This inspection shall be for the purposes of providing a written professional opinion of the condition of the home, and is not for the purposes of determining what systems or property may be insurable. This inspection shall be performed to the Standards set forth by the State of Florida and shall not include any latent or concealed defects and/or deficiencies.
- c. "Inspection Report" (otherwise referred to herein as "the Report") shall be a written report detailing the findings made by the Inspector after the completion of the Home Inspection. The Report shall consist of an evaluation of those systems and components inspected that, in the professional opinion of the inspector, are significantly deficient or near the end of their service lives, including an explanation for such deficiency in the event it is not readily available. Latent and/or concealed defects and deficiencies shall not be included in the Report. Additionally, the Report shall list any systems and components that were present at the time of the Home Inspection, but were not inspected, and shall indicate the reason why they were not inspected. The Report itself shall be limited to the scope, uses, terms and conditions set forth within the Report and as otherwise limited by Florida law, and shall not contain land surveys or estimates related to the cost of repair of any inspected property.
- d. "The Property" shall be defined as the real property located at \_\_\_\_\_, including the following improvements and structures therein:  
\_\_\_\_\_  
\_\_\_\_\_.
- e. "The Standard of Practice," also referred to herein as "the Standards," shall mean any and all standards for inspection as issued or adopted by the State of Florida, The Department of Business and Professional Regulation, an/or any licensing board, commission or committee acting with the authority to legislate the standard of duty and the conditions, and exclusion of the inspection performed by the Inspector.

2. Payment and Performance: The Client shall pay the sum of \$\_\_\_\_\_ for the Inspector to perform a Home Inspection of the Property. The client acknowledges that the Inspector shall not commence work until such time as payment is made under this section, and that any obligation arising hereunder shall be considered a family obligation incurred in the interest of the Client and his or her family. Upon receipt of payment, the Inspector shall perform the Home Inspection, and then prepare a Home Inspection Report in which he/she shall detail the findings of the Home Inspection.

3. Limited Use of the Inspection Report: The Report is intended only for the use of the Client or entity to which it is addressed. It contains information that is privileged, confidential and exempt from disclosure under applicable law. The Client agrees to maintain confidentiality of the Report and take reasonable precautions to protect it from distribution to other parties, except as needed to fulfill contractual requirements in order to purchase the Property. If the Client directly or indirectly causes or permits the Report to be distributed to any other party, including any individual to which it is delivered pursuant to the aforementioned contractual requirements, the Client shall indemnify, defend and hold harmless the Inspector if any third party or other person to whom the Report is disclosed, brings suit against E-Inspections Now, Inc. or its Inspector or other agent related to the inspection or report.

4. Disputes as to Findings in the Home Inspection Report: In the event of a claim by the Client with respect to any installed system or component of the premises which was subject to and included in the Inspection Report by the Inspector, in the event the Client claims that such system or component was not in the condition as indicated by the Inspection Report, the Client agrees to immediately notify the Inspector by telephone (727) 789-6700, and unless such dispute requires emergency repair, the Client must wait at least 72 hours after notification prior to repairing or replacing such system or component. Failure to make such notice or comply with this section shall act as a waiver to any such claim. Within five business days from receipt of notice under this section, the Inspector shall have the right to re-inspect to cure any error or omission in the report. The Client acknowledges that any change or modification by the Client or any of his/her/its agents to a disputed item prior to the Inspector's re-inspection or cure shall act as a waiver to any and all claims by the Client related thereto. The Client further agrees that the Inspector is liable to the Client under the terms of this agreement only if there has been a complete failure on the part of the Inspector to follow the Standards in rendering the Home Inspection Report. Furthermore, any legal action under this section must be brought within one (1) year from the date of the Home Inspection, or will be deemed waived and forever barred.

5. Limitation of Liability: The parties agree and understand that the Inspector and its employees and agents assume no liability or responsibility for the costs of repairing or replacing any unreported or misreported defects of deficiencies, either current or arising in the future, no shall they be liable for any property damage, consequential damage or bodily injury of any nature. If repairs or replacement are done without giving the Inspector 72 hours written notice, the Inspector will have no liability whatsoever to the Client. Furthermore, the Client agrees that under no circumstances shall the Inspector be held liable for any damages arising out of this transaction, the services rendered hereunder or any other part of this Agreement, in an amount greater than the amount paid to the Inspector as outlined in Paragraph 2, less such costs as reasonably incurred in the inspection. The Client agrees and understands the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM. INSPECTOR IS NOT LIABLE FOR ANY CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM RELIANCE UPON THIS REPORT.

6. Fungi Exclusion: The Inspector assumes no liability whether in contract or in tort and including the negligence of the Inspector for (a) the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of Fungi; or (b) any costs or expense incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess, or otherwise deal with or dispose of Fungi; or (c) the actual or alleged failure to detect, report, test for, monitor, cleanup, remove, contain, dispose of, treat, detoxify, neutralize, or in any way respond to, assess the effects of or advise the existence of Fungi; or (d) any fungi or any spores, mycotoxins, odors, or any other substances, products or by-products produced by, released by, or arising out of the current or past presence of Fungi.

7. Governing Law and Complete Agreement: This "Agreement" represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Any dispute arising hereunder shall be submitted to a private mediation prior to submission to any court of competent jurisdiction. Furthermore, in the interpretation of this agreement, any provisions which may be held to be void or illegal may be severed from this agreement, leaving the remainder intact. This titles and headings of this Agreement are for organizational purposes only, and should not have a bearing on the interpretation of the terms contained herein.

I have read this Agreement, and having understood the terms and conditions set forth hereinabove enter into it freely and voluntarily on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Client Name (Print): \_\_\_\_\_

Email: \_\_\_\_\_

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Time: \_\_\_\_\_ Phone: \_\_\_\_\_ Buyer Present: Yes \_\_\_\_\_ No \_\_\_\_\_

Billing Street Address: \_\_\_\_\_

City/State/Zip or Postal Code: \_\_\_\_\_

Client agrees to release reports to: (Circle and initial) seller / buyer / REALTOR? Yes \_\_\_\_\_ No \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Email: \_\_\_\_\_

Agent Present: Yes \_\_\_\_\_ No \_\_\_\_\_

Inspector's Signature: \_\_\_\_\_ Inspection # \_\_\_\_\_ License/Certification # \_\_\_\_\_  
(On Behalf of E-Inspections Now, Inc.)

Inspector's Main Office Address: 437 Westford Circle, Palm Harbor, FL 34683