



# REAL ESTATE INSPECTION AGREEMENT

(This is intended to be a legally binding contract, which among other things, limits our liability)



CLIENT: \_\_\_\_\_



**PRECISION HOME INSPECTORS**  
OVER 45 YEARS IN THE INDUSTRY

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FEE: \_\_\_\_\_

## GENERAL REAL ESTATE INSPECTION SCOPE OF WORK, LIMITATIONS AND EXCLUSIONS

This general real estate inspection is a noninvasive visual examination and basic testing of the essential systems and components of a dwelling that are in plain sight and can be reached and viewed without difficulty, dismantling or the moving of obstructions. The scope of work is to identify visible and readily accessible SIGNIFICANT DEFECTS and does not guarantee an absence of defects concealed within the structure at the time of the inspection nor will all minor defects be ascertained. The Inspector is a generalist and is not acting as an expert in any trade and NO WARRANTY IS EXPRESSED OR IMPLIED. Client assumes all risk when components fail after prolonged use or random failure is experienced. The inspection is performed utilizing the standards of practice of the Florida Association of Building Inspectors ([www.fabi.org/fmstandards.aspx](http://www.fabi.org/fmstandards.aspx)). Items included but are not limited to: Foundation/Structure, Roof/Attic, Electrical System, Heating/Cooling System, Plumbing System, Bathrooms, Interior/ Exterior Components, Kitchen/Laundry, Garage and Site conditions that affect the structure.

**ITEMS NOT WITHIN THE SCOPE OF THE INSPECTION:** 1. Components not listed on the inspection report, conditions of any systems or components that are not exposed to view, age of components, remaining life expectancy, strength, adequacy, effectiveness or efficiency, and the cause of any condition-deficiency or costs of corrections. 2. Compliance with regulatory requirements, building codes, regulations, laws, ordinances, manufacturer's specifications or recalls, and determining additions, modifications, or permit compliance. 3. Fuel tanks, determining if fuel system is free of leaks, lighting pilot lights, carbon monoxide detection, and gas systems and accompanying components. 4. Under-floor crawl spaces or attics that in the opinion of the Inspector may be unsafe, unsanitary, cause damage to the property, or is not readily accessible. 5. Wood-destroying organisms and pest control services, molds/fungi, air and water quality, energy compliance, environmental testing (including but not limited to Chinese drywall, lead, radon and VOC fumes), absence of safety glass, bacteria, odors, noise, indoor pollution, environmental hazards, or health related affects. 6. Limitations and disclaimers listed in the Standards of Practice and in the inspection report (some items listed may be an optional service and can be ordered for an additional fee). 7. Move personal property, furniture, equipment, plants, soil or debris, or the dismantling of any system or component. 8. Elevators, fire sprinkler systems, seawalls/docks, wells, septic systems, non-permanent structures, pools/hot tubs, storm shutters, and irrigation systems. 9. Concealed microbial growth and/or pest infestation or damage that may exist within the structure that is not readily accessible or cannot be detected without further exhaustive assessment. 10. Carpets, landscaping, fences and gates.

**STATUTE OF LIMITATIONS:** Neither the home inspection company nor the Inspector assumes any liability for claims presented (120) days after the date of the inspection. Claims must be called in within (24) hours and reported in writing within (5) business days of detection. Failure to notify the company of any alterations, modifications, or repairs based on the claim prior to a re-inspection by the company shall constitute a waiver of claim. Unresolved disputes must be submitted to the Broward County American Arbitration Association for binding arbitration. In any lawsuits the prevailing party will be entitled to reasonable attorney fees. **Limit of Liability:** Liability is limited to a refund of the fee paid multiplied by (150%) as liquidated damage. An inspection not having a statute of limitations or limit of liability will require a technically exhaustive inspection costing an additional fee of 1% of the selling price of the property.

### INSPECTION SERVICES

<b>General Real Estate Inspection</b>	<b>General Condo Inspection (No Roof, Attic or Exterior)</b>	<b>Pool/Spa</b>	<b>Crawl Space</b>
<b>Termite* (Wood Decaying Organism Report)</b>	<b>4-Point Insurance Inspection</b>		<b>Wind Mitigation</b>
<b>Seawall* Septic System*</b>	<b>Water Analysis*</b>	<b>Swab Sampling*</b>	<b>Lead* Paint</b>

Other: \_\_\_\_\_

\*Performed by an outside subcontractor or lab on behalf of the client named above.

### ACCEPTANCE OF TERMS AND PAYMENT

I hereby request a general real estate inspection and acknowledge that I have read, understand and agree to the terms, conditions, disclaimers, exclusions and limitations that appear on this agreement. If the client or agent can not attend the home inspection, the Inspection Agreement will be faxed, emailed, or mailed to the client or representative for signature and payment. Failure to sign the Inspection Agreement, or provide full payment, will null and void the inspection report. By signing below, the Client, Representative or Agent agrees to all terms and conditions of this agreement. In the event any portion of this agreement is found to be unenforceable, the remainder of it will continue in full force and effect. **Paid by:** Check \_\_\_ Cash \_\_\_ Master Card \_\_\_ Visa \_\_\_

Card# \_\_\_\_\_ EXP Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

CC Statement Mailing Address: \_\_\_\_\_

I hereby authorize *Precision Home Inspectors*. to charge the fee to my credit card in the amount of \$ \_\_\_\_\_

\_\_\_\_\_  
Date Precision Home Inspectors

\_\_\_\_\_  
Date Client or Representative