

Your Company's Name and Address

<http://www.YourCompany.com>

## Home Inspection Agreement

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Customer Name

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Type of Property

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Address

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Property Address

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City, State, Zip

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City, State, Zip

This home inspection is provided at the request of the undersigned customer. This inspection will be performed by Your Company Name, for the sole, confidential, and exclusive use and possession of the customer, and may not be relied upon by any other person, in accordance with the terms and conditions contained in this Agreement.

### Scope of Inspection

The purpose of this inspection is to perform limited visual and auditory on-site observations of the readily accessible areas of the primary structure and mechanical and electrical systems of the building. Your Company Name will provide a report stating its opinion as to whether or not the components of the building are performing the function for which they were intended, or are in need of repair. This report is comprehensive, but not all encompassing. This report is not to be used for determining the market value of the premises.

Your Company Name does not inspect any item which is not readily visible during a normal inspection. As part of the inspection, a Your Company Name home inspector will not move furniture, rugs, paintings, flooring, or other objects in order to readily view items. Previous repairs or remodeling may hide defects or evidence of prior damage. The home inspector will not dismantle any equipment to inspect component parts. Your Company Name suggests that the customer ask the seller about repairs, covered up items, or previous problems.

Your Company Name is a general inspection company and is not a specialist in any structural or mechanical field. If Your Company Name reports that an item is not performing its intended function or is in need of repair, Your Company Name urges the customer to have that item examined by a licensed professional or specialist before completing the purchasing transaction on the property. It may be necessary to contact your real estate agent and/or attorney for further advice or assistance.

The components of major systems and the standards of conduct of the inspection are governed by "Standards of Practice for Home Inspection Report" by the American Society of Home Inspectors (ASHI), Copyright, 1991. Your Company Name is not affiliated with ASHI, but voluntarily meets and exceeds their standards.

All major systems and other items that are inspected will have their performance and condition rated as Acceptable, Not Present, Not Inspected, Marginal, or Defective in the written inspection report.

It is understood that Your Company Name does not offer or imply any warranty, guarantee, or insurance policy with regard to the continued soundness of construction, the usual life, adequacy, future performance, past or potential defects of any items inspected; or operability of equipment or appliances. It is understood that Your Company Name does not determine violations of zoning, construction, plumbing, electrical, mechanical or similar codes and ordinances, and that Your Company Name's written report is a subjective determination of the condition of such items at the time the inspection was made. Any items not listed in this report were not inspected, and should not be assumed to be in Acceptable, Marginal or defective condition.

Specific items which are not part of the inspection include, but are not limited to: lead paint, asbestos, radon, toxic or flammable materials, molds, fungi, refrigerators, freezers, remote overhead door transmitters or receivers, floor coverings, wall coverings, free-standing kitchen appliances, laundry appliances, and self-cleaning or continuous-cleaning capabilities of ovens. Also excluded is an inspection for any non-wood infesting insects, such as fleas, cockroaches, bees, mites, ticks, flies, etc. A separate wood-destroying insect inspection will be performed by a state licensed professional, and included with this report.

Should the customer have any complaints about the inspection, the customer must notify Your Company Name within 7 days after receiving the inspection report, and allow Your Company Name to reinspect before changing the condition of the item, except in an emergency. If changes are made before Your Company Name reinspects the item, then any claim against Your Company Name's is waived. Your Company Name's liability is limited to a refund of the fee paid for this inspection and report. This limitation also applies to claims made by customer's heirs, principals, assigns, executors and representatives and anyone other than the customer regarding the inspection and report. The customer assumes all the risk of all losses greater than the fee paid for the home inspection. The customer agrees to immediately accept a refund of the fee as full settlement of any and all claims which may ever arise from this home inspection.

Any dispute concerning the interpretation of this Inspection Agreement, or arising from the inspection and report, except one for inspection fee payment, shall be resolved informally between the parties, or by binding arbitration, conducted in accordance with the Construction Industry Arbitration rules of the American Arbitration Association, except that the parties shall select an arbitrator who is familiar with the home inspection industry.

Jurisdiction for any litigation against Your Company Name, shall be Miami-Dade County, Florida. The prevailing party shall be awarded damages, costs and reasonable attorney fees.

Signature \_\_\_\_\_

Date \_\_\_\_\_