

INSPECTION REPORT CONTRACT

THIS IS INTENDED TO BE LEGALLY BINDING

PLEASE READ IT CAREFULLY

For and in consideration of the mutual promises and terms of this agreement between THE PARTIES HERETO:

Windward Building Consultants & Inspectors; "INSPECTOR" or "INSPECTION COMPANY"

and,

The Client(s); **[Client name here]**

In consideration of the promise and terms of this Agreement, the parties agree as follows:

The client will pay the sum of \$[insert fee] for the inspection of the "Property" described as a single unit condominium located at [insert property address]

1. **PAYMENT:** Payment is due prior to or upon completion of the inspection. The client shall be entitled to The Inspection Report upon completion of the written report and payment of all inspection fees and delivery of a signed copy of this Agreement to the Inspection Company. Client will pay a \$35.00 charge for any dishonored check.
2. **SCOPE OF THE INSPECTION:** The inspector will perform a general, non-invasive limited visual inspection of the property structure at the above address to provide Client(s) with a written opinion as to the apparent general condition of the structure(s) components and systems at the time of the inspection. The inspection will be performed in a manner consistent with the "Standard of Practice" and "Code of Ethics" of the "American Society of Home Inspectors" (ASHI) and prepare a written report of the apparent condition of the readily accessible systems and components of the Property unless otherwise indicated existing **at the time of the inspection**. A copy of the Standards is provided to the Client(s) upon request or can be obtained at www.ashi.org. Only systems and components that can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the Inspector will be inspected. Latent and concealed defects and deficiencies are excluded from the inspection, and Inspector is not liable for latent and concealed defects and deficiencies. Any area which is not exposed to view, concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or other things, or areas/items which have been excluded by "ASHI" standards of practice and/or by the agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. In the event that the property is a part of a condominium unit, such inspection will not include any other connected or external portions of a multi unit building or any common areas covered by a joint use agreement or considered common areas. The inspection company is bound by the rules and statutory requirements of the Florida Department of Business and Professional Regulation and Chapter 468 Part XV of the Florida Statutes and Rule 61-30 of the Florida Administrative Code.

3. **STANDARDS OF PRACTICE:** The parties agree that the Standards of Practice "ASHI" shall define the standard of duty and the conditions, limitations, scope, and exclusions of the inspection and are incorporated by reference herein.
4. **CLIENT'S DUTY:** Client agrees to read the entire report when it is received and promptly call the Inspector with any question or concern regarding the inspection or written report. The written report shall be the final exclusive findings of the Inspector. In the event client becomes aware of a reportable condition which was not reported by the Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative(s) to inspect said condition(s) before making any repair, alteration, or replacement.
5. **FURTHER EVALUATION:** Client acknowledges and agrees that the Inspector is a generalist and that further investigation of a reported condition by an appropriate certified licensed specialist may provide additional information that may affect a Client(s) decision to purchase the home. Client should seek further evaluation from licensed or expert professionals regarding the defects identified in the written report. Inspector is not liable for Client(s) failure to further investigate defects or suspected defects reported by the Inspector.
6. **CHANGE IN CONDITION(S):** The parties agree and understand that conditions of systems and components may change between the inspection date and the time of closing. It is the Client's responsibility to further investigate before closing and the Inspector is not liable for any changes and conditions.
7. **NOT A WARRANTY:** The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. Client(s) understand that the inspection and inspection Report does not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law. **INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM, THE PRESENCE OR ABSENCE OF LATENT OR HIDDEN DEFECTS THAT ARE NOT REASONABLY ASCERTAINED IN A COMPETENTLY PERFORMED HOME INSPECTION, OR THE REMAINING USEFUL LIFE OF ANY SYSTEM OR COMPONENT OF THE PROPERTY.**
8. **NOT AN APPRAISAL:** The Inspection and the Inspection Report should not be construed as a valuation appraisal and may not be used as such for any purpose.
9. **NOT A COMPLIANCE INSPECTION:** The inspection and Inspection Report is not a compliance inspection or certification and does not ensure compliance with governing codes, permits, ordinances, statues, and covenants, and manufacturer specifications.
10. **INSURABILITY:** The inspection or Inspection report does not determine whether the property is insurable.
11. **THIRD PARTIES AND SUBROGATION:** The Inspection and written report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against the Inspector, its employees or agents, arising out of the services performed by the Inspector under this Agreement, or claims alleging in whole or part any negligent act or omission of the Inspector, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees, arising from such a claim.
12. **LIMITATION OF LEGAL ACTION:** The parties agree that any legal action must be brought within two (2) years from the date of the inspection, or will be deemed waived and forever banned.

13. **LIMITATION OF LIABILITY:** The parties agree that the Windward Building Consultants and its employees and its agents assume no liability or responsibility for cost of repairing or replacing any defects specified in the written report, as well as no liability for the costs of further evaluation or investigation of the defects specified in the written report. Further, the parties agree and understand that the Inspector and its employees and its agents assume no liability for the costs of repairing or replacing any of the unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In the event of a claim by the Client that an installed system, or component of the premises which was inspected by the inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the client. Client agrees that prior to taking any action, legal or otherwise Client shall: submit a written claim to Inspection Company within 10 days of the deficiency discovery to the address at the bottom of the inspection agreement. The written claim shall describe the suspected deficiency. Allow the Inspection Company, their agent or legal representative to perform a re-inspection of the deficiencies stated in the claim. Agree to not to disturb or repair the disputed item prior to a re-inspection except in cases where injury or subsequent property damage may occur. The total liability for claims made shall not exceed the lesser of the cost of correction or the full inspection fee.
14. **DISPUTES AND ARBITRATION** Any dispute, controversy, interpretation, or claim, including Claims for but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, arising out of, from or related to, this contract or arising out of, from or related to the inspection or Inspection report shall be submitted to final and binding arbitration under Arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall elect an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct judgment motions and enforce full discovery as a court would, as provided in state code civil procedure. The decision of the Arbitrator appointed there under shall be final and binding judgment on the award may be entered in any court of competent jurisdiction.
15. **DAMAGES:** If the inspection company or any of its employees, agents, providers, officers, members, or shareholders, are found to be liable for any claim or damage due to the alleged negligence or willful misconduct of the Inspection company performing the home inspection or in the reporting on the condition of the property in the inspection report, the maximum damage that the Client can recover from the Inspection Company shall not exceed the cost of the inspection fee paid by the Client. The Inspection Company shall not be liable to the Client for any loss of use of the property, repair or replacement cost, consequential or punitive damages or for attorneys' fees or court costs. The Inspection Company shall not be liable to the Client for any claims, loss or damage if the Client alters, tampers with or repairs or replaces the condition which is the subject matter of the Client's claim before the Inspection Company has had an opportunity to inspect the alleged defective condition.
16. **SEVERABILITY:** If any court of competent jurisdiction determines that any section, provision or part of this Agreement is void, unenforceable, or contrary to Texas law, the remaining sections of this Agreement shall remain in full force and effect.
17. **LIMITATION AND EXCLUSION CLAUSE:** The Client expressly acknowledges and agrees that the following are not included in the scope of the inspection and the inspection and the inspection report and further acknowledges that the Inspection makes no representations or warranties as to them. **THE FOLLOWING SYSTEMS, ITEMS, AND CONDITIONS WHICH ARE NOT WITHIN THE SCOPE OF THE BUILDING INSPECTION INCLUDE BUT ARE NOT LIMITED TO:** recreational, leisure,

playground or decorative equipment or appliances including but not limited to pools, hot tubs, saunas, steam baths, landscape lighting, fountains, shrubs, trees, BBQ grilles, and tennis courts. Cosmetic conditions wallpapering, painting, carpeting, scratches, scrapes, dents, cracks, stains, soiled or faded surfaces on the structure, equipment or component, soiled, faded, torn, or dirty floor, wall or window coverings, etc. Noise pollution or air quality. Earthquake hazard, flood plain certification, liquefaction, soil, retaining walls, slide potential, wave action and hydrological stability, soil and earth measurements and stability, seismic safety, code and zoning, engineer level analysis, underground utilities, sink hole potential, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, mildew, fungi, other environmental hazards, pest infestation, security systems, security locks and alarm devices, fire protection systems and alarm devices or fire sprinkler systems, sump pumps, laundry appliances, humidifiers, paint, other treatment windows, interior walls, ceilings and floors, water purification systems, (ozone generator/saltwater, etc), underground storage tanks, energy efficiency measurements, motion or photo electric sensor lighting, water wells, all overflow drains, heating system accessories, solar heating systems, furnace heat exchangers, wood burning stoves, water softener or purification systems, central vacuum systems, telephone intercom or cable TV systems, internet connections and cable connections, antennae, lightning arrestors, load controllers, recalls, EIFs, drywall off-gassing and tainted materials, latent and concealed defects, concealed portions of flues or chimneys, fireplace drafting, coal stoves, concealed water leaks or water intrusion, design and architect problems, circuit breaker operation, property boundaries, quality of materials, private sewage systems, electromagnetic fields, non built-in appliances, rodents, ants, birds, or other wood boring organisms, and calibration of thermostats or gauges. Client understand that these systems, items, and conditions, are excepted and excluded from this inspection and inspection report. Any general comments about these systems, items, an conditions of the written report are informal only and DO NOT REPRESENT AN INSPECTION.

18. CLIENT UNDERSTANDS: The integrity and moisture content of framing and sheathing behind finished wall coverings (exterior siding, cement stone coverings, fiber cement siding, drywall, etc) are not visible and such concealed conditions are excluded from the inspection and inspection report. Concealed moisture penetration may result in concealed structural damage and the Inspector makes no guarantee, warranty, expressed or implied that such conditions will be discovered during the inspection. The inspection report is

This Agreement, including the terms and conditions on all pages, 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 inspection is made with the expressed agreement that by accepting the report and paying the inspection fee, the client understands and agrees to the conditions, limitations and terms of this contract.**

Signed (Client) _____ Date _____
Signed (Inspector) _____ Date _____