



**Inspection Agreement**  
(Please read carefully)

THIS AGREEMENT is made and entered into by and between Integrity Home Inspection Services, LLC, referred to as "Inspector", and \_\_\_\_\_, referred to as the "Client".

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

1. The client will pay the sum of \$\_\_\_\_\_ for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at: \_\_\_\_\_.
2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.
3. The parties agree that the "The Standards of Practice and Code of Ethics of The American Society of Home Inspectors, Copyright 2006, dated Oct. 15, 2006" (the "Standards"), found here <http://www.myintegrityhomeinspection.com/ASHI%20Standards%20of%20Practice.pdf>, shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein.
4. The parties agree and understand that the inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage for bodily injury of any nature. If repairs or replacement are done without giving the Inspector the required written notice, the Inspector will have no liability to the Client. The Client further agrees that the Inspector is liable only up to the cost of the Inspection.
5. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESSE OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
7. The Inspection and 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 Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, 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.
8. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspections or certification for past or present governmental codes or regulations of any kind.
9. This agreement, including the terms, conditions, definitions and Attachments on the reverse side, 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. If any terms or conditions of this Agreement are found un-enforceable, all other terms and conditions will remain in effect.

Client has read this entire Agreement (page 1 and 2), and accepts and understands this Agreement as hereby acknowledged.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agent Present Y\_\_\_ N\_\_\_ Client Present Y\_\_\_ N\_\_\_

Inspector's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Inspector's Address: 1702 N. Woodland Blvd. Suite 116-420 Florida Lic. #: HI1018  
City/State/Zip: Deland, FL. 32720

Client agrees to release reports to the seller / buyer / REALTOR: Yes\_\_\_\_\_ No\_\_\_\_\_

**ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS**

10. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors; recreational equipment or facilities; pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating system's accessories; solar heating systems; heat exchangers; sprinkling systems; water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, lighting arrestors, load controllers; trees or plants; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, and IEFS. Client understands that these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.
11. The Client specifically acknowledges that the Property Inspection will not and is not intended to detect, identify, disclose, or report on the presence of Chinese Drywall products or the actual or potential environmental concerns or hazards arising out of the existence of these products. Client agrees to hold the Company and Inspector harmless for any injury, health risk, or damages of any nature caused or contributed to by these products. Furthermore, Client acknowledges that any discussion regarding the actual or potential presence of Chinese Drywall are informative in nature only and that the Property Inspection Company and / or Inspector do not hold the Company or themselves to be experts pertaining to the potential concerns associated with Chinese Drywall.
12. 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 in writing at least 3 days prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or Florida law and agrees to limit any and all claims against the inspector to a maximum total of the cost of the inspection, noted in paragraph one (1). Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation 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 first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendations to us for consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof. NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION. Furthermore, any legal action must be brought within 1 year from the date of the inspection, or will be deemed waived and forever barred.
13. This inspection does not determine whether the property is insurable.
14. Exclusion of systems normally inspected: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Definitions**

1. Apparent Condition: Systems and components are rated as follows:
  - a. **SATISFACTORY** (Sat.) – Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.
  - b. **MARGINAL** (Marg.) – Indicates the component will probably require repair or replacement anytime within five years.
  - c. **POOR** – Indicates the component will need repair or replacement now or in the very near future.
  - d. **SIGNIFICANT ISSUES** – A system or component that is considered significantly deficient, inoperable or is unsafe.
  - e. **SAFETY HAZARD** – Denotes a condition that is currently unsafe and in need of prompt attention.
2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.
3. Readily accessible systems and components: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.
4. Any component not listed as being deficient in some manner is assumed to be satisfactory.