



by Mid Florida Home Inspectors

Altamonte Springs ■ Phone: 407.865.6313 ■ www.YourInspector.com

Inspection Contract (Standard Home Inspection)

Carefully review this contract—stop the inspection and have your attorney review it if you prefer.

Date: _____ | _____ | _____ Date of Inspection: _____ | _____ | _____ Fee for Inspection: \$ _____

This contract is hereby entered into this date between **Mid Florida Home Inspectors** and **Client**:

Name of Client(s): _____ | _____

Client current mailing address: _____

Client Email: _____ Client Phone: _____

PLEASE NOTE: this is a legally binding contract made by you the **Client** and by **Mid Florida Home Inspectors**, which details the conditions and terms upon which you have engaged **Mid Florida Home Inspectors** to perform an inspection survey of certain real estate located at:

Inspection Address: _____

Witnesseth: In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. SCOPE OF SERVICE: This home inspection service does not provide any warranty or guaranty or insurance policy of any kind for any defects / deficiencies that may be present or that may arise in the future.

- This inspection is primarily visual and general in nature and scope. It is concerned only with clearly visible and easily accessible, at the time of the inspection, aspects of certain systems and components. The intent of the inspection is to determine that the evaluated systems, components, or items are performing their function without apparent major deficiencies, in the opinion of the inspector(s). The inspection provides a snapshot, or specific moment in time, evaluation of the home.
- The inspection is not intended to be in-depth, all encompassing, technically exhaustive, invasive or destructive, for governmental regulation or code compliance, concerned with current or future habitability, and is not an attempt to detect and report all deficiencies present. It is not within the scope of this inspection to attempt to determine or attest to the remaining life of any systems or components.
- The inspection includes evaluation of certain major systems, components and equipment, for items which may need major repair or further evaluation by a specialist, including the following: foundation, electrical, plumbing, heating, air conditioning, roof, attic, and exterior walls. Evaluation is of the primary premises. In most cases, included with the inspection is the evaluation of primary attached garages / carports / porches / patios / decks. This inspection does not include evaluation of detached garages / carports / patios / decks or other structures / outbuildings, and under floor crawlspaces, unless specifically contracted for. Evaluation and reporting of minor, easily correctable, or cosmetic defects and deficiencies is not the intent or focus of the inspection; therefore any reporting of such issues should be understood to be incomplete (not fully inclusive).
- We make no claims as to being able to determine the condition of internal inaccessible areas of walls / floors / ceilings, air conditioning equipment, furnaces, chimneys, etc. Destructive testing / dismantling is not performed, therefore the inspector can only convey to the **Client** what was clearly visible at the time of the inspection. No representation is made as to how long any equipment will continue to function. The inspection does not include evaluation of every aspect of the inspected systems and components and where numerous adjacent or similar parts or components are encountered only a sample evaluation is performed.
- Inaccessible areas are defined as being concealed by: household goods, furniture, appliances, locked rooms, rugs, draperies, finished floors, ceilings, walls and the like, stored goods, insulation, automobiles, equipment, debris, vegetation, etc. The inspector is not required to enter areas with temperatures above 120 degrees F., where the headroom is less than three (3) feet in height, or that may contain conditions or materials that could be hazardous to the inspectors' health.
- Only basic operational testing of certain "built-in" kitchen appliances is performed (dishwasher / oven / range / microwave / garbage disposal); other than running a dishwasher through a full cycle, when feasible, equipment is only briefly turned on. Evaluation of timers and other controls is not performed and no determination is made regarding the performance of appliances, such as how well an oven maintains a temperature, or how well a garbage disposal grinds and disposes of waste materials, etc.
- Inspection of swimming pools is limited to observation from the deck or exterior and includes evaluation for obvious defects affecting the pool and the apparent basic functionality of common circulation equipment (the filter unit and pump). Equipment is visually evaluated and is not opened or dismantled. Determination of pool leaks is beyond the scope of the inspection. Underground piping and other concealed components associated with the pool are not evaluated. Automatic chlorinating systems, automatic timing systems, fiber optic lighting, or other nonstandard lighting systems, pressure gauges, valves, diving boards or other such accessories, security or safety systems, heating systems and automatic cleaning systems are not evaluated or tested as part of this inspection.
- The inspection is limited to what can be easily detected during a short period of time; the duration of the inspection of a typical home is roughly 2-4 hours. It is impossible to find every defect and deficiency during an inspection - therefore the **Client** should anticipate additional defects / deficiencies during ownership of the property. Weather conditions or other conditions which are beyond the control of the inspector and which may affect and limit the inspection (such as disconnected or inoperable electrical service or water service/supply) are accepted by the **Client** without additional burden to Mid Florida Home Inspectors.
- The inspection of condominiums / cooperatives includes evaluation of interior areas and certain other components that are generally the responsibility of the individual property owner; the exterior and structure and other commonly owned areas / systems / components are not evaluated.

2. STANDARDS OF INSPECTION: The inspection performed by Mid Florida Home Inspectors shall be performed in accordance with the current Standards of Practice of ASHI, the American Society of Home Inspectors, where pertaining.

3. PAYMENT: Payment in full is due upon completion of the inspection. No written report will be issued until full payment is received.

4. CONFIDENTIALITY: The content of your report is confidential and shall not be disclosed to any other party without your express approval and authorization. The contents of the inspection report and any representation made within are not assignable without the express written permission of Mid Florida Home Inspectors and any reliance thereon by any party other than the **Client** is prohibited.

5. EXCLUSIONS AND LIMITATIONS: **Client** acknowledges and agrees that this inspection and the inspection report and findings are limited in nature and scope, and that the following are among items NOT COVERED, nor can they be accurately assessed by Mid Florida Home Inspectors during a limited inspection: any and all latent or concealed defects, deficiencies, and conditions - any and all environmental hazards, defects, and conditions (including: radon, asbestos, lead paint, lead water pipes, lead solder, urea formaldehyde, toxic wastes, polluted water, and mold) - the extent of damage in defective areas - household appliances - free standing heating stoves - humidifiers, air purifiers, motorized dampers - solar heating and hot water systems - insulation effectiveness - fire escapes - elevator components and shafts - internal gutter and downspout systems - air quality analysis - concealed wiring - subsurface soil conditions below and surrounding the building - the adequacy or condition of earth tie-downs for manufactured/mobile homes - the toxicity and combustibility of all materials and finishes - code compliance - chimney flues - through-wall air conditioners - central vacuum systems - fire sprinkler systems, fire and smoke detection systems - concealed insulation - locks and security devices - acoustical tests - automatic smoke vent dampers - buried fuel tanks - heat loss analysis - fan driven exhaust systems for central heating flues - exterior plumbing components (including: private sewer systems, buried pipes, connection to public sewer lines, buried components of sprinkler systems and swimming pools and their equipment, water supplies (including: water wells, water conditioning equipment, water quality, volume of well water) - ancillary electrical systems (including: TV cable systems and antennas, intercom systems, lightning protection systems, heating cables, door opening and doorbell systems, fire alarm systems, security systems, telephone systems). The presence or absence of termites, wood borers, carpenter ants, fire ants, bees, rodents, insects, pest or wood destroying organisms required to be reported under the Florida Pest Control Act is not a part of this inspection.

6. ARBITRATION CLAUSE: If the **Client** feels that the inspection process was done negligently or that Mid Florida Home Inspectors was negligent in their inspection, the **Client** is expected to immediately communicate this in writing to Mid Florida Home Inspectors. Such notification must occur within one year of the date of the inspection. In the event of a dispute, both parties agree to submit the issue to binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration is to be conducted by an arbitrator who is a full time home inspector with at least five (5) years experience as a home inspector. If the parties are unable to agree upon an arbitrator within a reasonable period of time, they will submit the dispute to the American Arbitration Association. The accepted standard against which this inspection will be judged will be the current Standards of Practice of ASHI, the American Society of Home Inspectors, where pertaining. Property or equipment in dispute will be made available for viewing and arbitration, arbitration will occur at the property.

7. NOTIFICATION OF CLAIMS CLAUSE: In the event that a claim ensues from the inspection, Mid Florida Home Inspectors and its agents require the following: 1. Written notification of any adverse conditions must be made within fourteen (14) days of discovery of said condition. 2. Mid Florida Home Inspectors and its agents shall have the right to inspect said conditions within a reasonable period of time. 3. Mid Florida Home Inspectors and its agents will be allowed to remedy or repair said conditions if negligence is proven. 4. Mid Florida Home Inspectors and its agents shall not be subject to any claims after a period of one year from the inspection date. **Client's** failure to conform to the above conditions would make any and all contractual obligations on the part of Mid Florida Home Inspectors concerning the inspection of this property null and void, and Mid Florida Home Inspectors shall be released from all obligations imposed hereunder.

8. SEVERABILITY: In the event that any part or provision of this contract is declared fully or partially invalid, unlawful or unenforceable by a court of competent jurisdiction, the remainder of the part or provision and this contract will remain in full force and effect, if the fundamental and essential terms and conditions of this contract remain valid, binding and enforceable.

9. LIMIT OF LIABILITY: The **Client** understands that this inspection is the standard visual inspection of the readily accessible areas of the structure. The **Client** agrees and understands that the maximum liability incurred by the inspector(s) / Mid Florida Home Inspectors for errors and omissions in the inspection shall be limited to the fee paid for the inspection. Mid Florida Home Inspectors and its agents shall not be subject to any claims after a period of one year from the inspection date. **Client** further understands, if **Client** makes any claim against the inspector(s) / Mid Florida Home Inspectors, and **Client** fails to prove such claims, **Client** will pay all attorney's fees, arbitrator's fees, legal expenses and costs occurred by the inspector(s) / Mid Florida Home Inspectors in defense of the claim.

The **Client** agrees to indemnify, fully protect, defend, and hold the inspector(s) / Mid Florida Home Inspectors harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made by other parties against the inspector(s) / Mid Florida Home Inspectors as a result of or arising from the inspection.

10. ACKNOWLEDGMENT: 1. The inspection is performed for the sole, confidential, and exclusive use and possession of the **Client**. The contents of the inspection report and any representation made within are not assignable without the express written permission of Mid Florida Home Inspectors and any reliance thereon by any party other than the **Client** is prohibited. 2. All conditions mentioned in the inspection report should be referred to appropriately qualified and licensed persons for their review and any appropriate correction or repair. Certain qualified individuals would include, for example: a general, building, or residential contractor; roofing contractor; electrical contractor; mechanical (HVAC) contractor; and plumbing contractor. It is recommended that, if applicable, further evaluation and appropriate correction or repair be accomplished prior to sale or transfer of the property.

11. ADDITIONAL / NEGOTIATED TERMS: _____

12. WHOLE AGREEMENT: This contract represents the entire agreement between Mid Florida Home Inspectors and the **Client**. The **Client** acknowledges that they have read and understand the scope and limitations of this inspection or have renegotiated them herein in writing to **Client's** satisfaction and, on that basis, agree to all of the terms, limitations, and exclusions contained herein.

Client(s) has read, understands, and agrees with the terms of this contract.

(Signee represents actual authority to sign for all concerned parties.)

Client signature: _____ **Date:** _____ | _____ | _____

Client signature: _____ **Date:** _____ | _____ | _____

Note: the Inspection Report is confidential. If Client wishes to authorize Mid Florida Home Inspectors to reveal the report to others (when requested) please include such authorized person(s) below.

Authorized Name(s) / Affiliation: