

Island Inspections, LLC

Home Inspection Services Agreement

THIS AGREEMENT is made on _____, 20____ by and between Darrell Williams (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"). The Parties Understand and Agree as follows:

Inspection Address: _____

Name of Client: _____

Phone: _____ **Alternate Phone:** _____

Current Address: _____

Email Address: _____

Definitions. Readily accessible—describes areas of the building that are promptly made available for observation to the inspector at the time of the walk-through of the building and does not require the removal of materials, personal property, equipment, or similar items and that are safely accessible in the opinion of the inspector. Use of extraordinary means and methods to access or observe suspect materials render such materials inaccessible (for example, fall protection, mechanical lifts, confined space entry, lockout/tagout, energized systems, and so forth) is excluded. An area is said to be readily accessible if it can be observed, and identified in a safe manner without causing objectionable damage to such material or other building materials. The necessity to use ladders or stools to reach ceiling materials, the need to move lay-in ceiling tiles to view components above such lay-in ceilings, the need to remove goods in a retail establishment to look below shelves, or the need to look beneath carpet (at corners or existing holes only) does not render a material inaccessible. The presence of fixtures, furnishings, equipment, or similar items within the area to be assessed or restricted access (that is, locked doors or denied access or authorization to enter) may render materials not readily accessible.

Scope of Property Inspection. We will perform a non-invasive physical examination designed to identify material defects in the systems, structures, and components of buildings located on the property to be inspected, as they exist at the time of the inspection. Our inspection will be limited to those specific systems, structures and components that are present and visually accessible. We will only operate components and systems with normal user controls and as conditions permit. **Unless we agree otherwise, we will only inspect the primary building, and its associated primary parking structure**, on the property. We may amend the report within twenty-four (24) hours after completing the inspection. Unless we agree otherwise, we will perform the inspection, and issue the report, in accordance with the mandatory parts of the current Standards of Practice of the International Association of Certified Home Inspectors ("the NACHI Standards"). The standards can be view at www.nachi.org/sop.htm. The scope of the visual inspection is limited to **readily accessible areas** only. We do not remove floor and wall coverings or move furniture, open walls or perform any type of destructive inspection. Certain structural areas are considered inaccessible and impractical to inspect including but not limited to: the interiors of walls and inaccessible areas below; areas beneath wood floors over concrete; areas concealed by floor coverings; and areas to which there is no access without defacing or tearing out lumber, masonry, roofing or finished workmanship; structures; portions of the attic concealed or made inaccessible by insulation, belongings, equipment or ducting; portions of the attic or roof cavity concealed due to inadequate crawl space; areas of the attic or crawl space made inaccessible due to construction; interiors of enclosed boxed eaves; portions of the sub area concealed or made inaccessible by ducting or insulation; enclosed bay windows; portions of the interior made inaccessible by furnishings; areas where locks prevented access; areas concealed by appliances; areas concealed by stored materials; and areas concealed by heavy vegetation. Note: There is no economically practical method to make these areas accessible. However, they may be subject to attack by microbial organisms. **NO OPINION IS RENDERED CONCERNING THE CONDITIONS IN THESE AFOREMENTIONED OR OTHER INACCESSIBLE AREAS.**

CLIENT agrees and understands that he/she should read the full inspection report, and follow every recommendation for evaluation and/or service and documentation by licensed specialists. Furthermore, I agree and understand that by failing to do so I will violate the pre-inspection agreement, and that Island Inspections, LLC shall be held harmless for any subsequently alleged defects or deficiencies.

(continued)

CLIENT agrees and understands that that whereas Island Inspections, LLC may report on suspicious stains or mold-like substances, that the inspector is not an environmental hygienist and is not providing the service of a "mold inspector" under this agreement.

CLIENT understands that INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection.

CLIENT accepts that this inspection is no substitute for a pre-closing inspection performed by the client. Damages, symptoms, clues, mechanical failures may appear after the inspection is performed and before closing. CLIENT AGREES to perform a pre-closing inspection as close as possible to the time of closing. Due to the limitations of inspecting occupied buildings, we recommend that you complete your pre-closing inspection of the building without furniture, storage, removable floor coverings, and any other items that would normally obscure full and complete visual inspection of the building. The INSPECTOR will attend the pre-closing inspection for an additional fee of \$50.00 at the request of the client (notice in writing under separate agreement). CLIENT waives any right to make a claim against INSPECTOR if the CLIENT does not perform a diligent pre-closing inspection of the building or the CLIENT did not initiate more extensive investigation on all problems identified in the report.

IF YOU DISCOVER A DEFECT FOR WHICH WE MAY BE LIABLE TO YOU, YOU MUST NOTIFY US AND GIVE US A REASONABLE OPPORTUNITY TO RE-INSPECT THE PROPERTY BEFORE YOU REPAIR THE DEFECT. YOUR NOTICE MUST BE IN WRITING, INCLUDE A SIGNED COPY OF THIS AGREEMENT, AND BE MAILED TO: Island Inspections, LLC, 1890 1st Avenue, Fernandina Beach, FL 32034

Limitations Period. Any legal action arising from this Agreement or from the Inspection and Report, including (but not limited to) the arbitration proceeding more specifically described below, must be commenced within one year from the date of the inspection. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations. You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law.

Cancellation Policy and Fees. You agree to provide Island Inspections, LLC a minimum of 24 hours notice for canceled appointments. You agree to pay a cancellation fee for all cancelled or no-show appointments in the amount of THE AGREED UPON INSPECTION FEE. For inspection made within 24 hour timeframe notice should be given by 6 AM the day of.

In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

Client Signature _____

Date: _____

Inspector Signature _____

Date: _____

Island Inspections 904.624.0070
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