

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between IMPACT Home Inspections, Inc. (hereinafter "INSPECTOR") and \_\_\_\_\_ (hereinafter "CLIENT"), collectively referred to herein as "the parties" for the following residence/structure at: \_\_\_\_\_ and Inspection Fee of: \$ \_\_\_\_\_ payable in full on/before the inspection. The Parties understand and voluntarily agree to:

1. INSPECTOR agrees to perform a visual, non-invasive inspection of the residence/structure and to provide CLIENT with a written report identifying the defects that INSPECTOR both (1) observed and (2) deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this AGREEMENT or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice of the International Association of Certified Home Inspectors (InterNACHI). INSPECTOR agrees to follow InterNACHI Standards of Practice, [www.nachi.org/sop.htm](http://www.nachi.org/sop.htm) CLIENT understands that these standards contain limitations, exceptions, and exclusions. CLIENT understands that InterNACHI is not a party to this Agreement and has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon – a colorless, odorless, radioactive gas that may be harmful to humans. CLIENT understands that INSPECTOR will not be TESTING for mold—unless CLIENT approves by written request and/or signing Mold Assessment Agreement. CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, Chinese Drywall, soil contamination, VOC's (Volatile Organic Compounds) and other environmental hazards or violations. INSPECTOR is otherwise limited to the liability of the fee charged for the inspection report.

3. The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. INSPECTOR'S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the residence/structure or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law.

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this AGREEMENT, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the residence/structure. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

5. INSPECTOR does not perform engineering, architectural, plumbing, (e.g. septic, well), seawall, WDO (termite), 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. Any agreement for such additional inspections shall be in a separate writing.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises. CLIENT shall have no cause of action against INSPECTOR after 90 days from the date of the inspection.

7. The parties agree that any litigation arising out of this AGREEMENT shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

8. If any court declares any provision of this AGREEMENT invalid, the remaining provisions will remain in effect. This AGREEMENT represents the entire agreement between the parties. All prior communications are merged into this AGREEMENT, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change shall be enforceable against any party unless it 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.

9. Payment of the fee to INSPECTOR is due upon completion of the on-site inspection, and the INSPECTOR'S report will not be released until services are paid in full. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this AGREEMENT on behalf of such entity, does personally guaranty payment of the fee by the entity.

10. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this AGREEMENT.

11. If CLIENT cancels appointment in writing or by e-mail within 24 hours of inspection, then they are subject to a 10 percent cancellation fee.

12. This AGREEMENT is not transferable or assignable.

13. **OPTIONAL ARBITRATION CLAUSE:** Any action, dispute, claim or controversy of any kind (tort, contract, equitable or statutory) now existing or hereafter arising between the parties, in any way arising from or relating to this Agreement, shall be resolved by binding arbitration. Such binding arbitration shall be governed by the provisions of the Florida Arbitration Code, F.S. 682.01 et seq. As appropriate, and in the event that the Florida Arbitration Code is deemed to not apply, binding arbitration shall be governed by the Federal Arbitration Act. **OPTIONAL:** If the parties do not agree to this Arbitration Clause, please mark with an "X" to void this clause only. This optional arbitration clause is self-executing and any dispute over interpretation, scope, waiver or enforceability is exclusively for the arbitrator to decide.

14. **Waiver of Jury Trial** — *Please read carefully.* The parties to this AGREEMENT knowingly, voluntarily and intentionally waive their respective right to trial by jury with respect to any dispute, claim, litigation or allegation which arises between the parties relating to this AGREEMENT. CLIENT has carefully read the foregoing, agrees to it voluntarily, and acknowledges receipt of this AGREEMENT. If there is more than one CLIENT, you are signing on behalf of all of them, and you represent that you are authorized to do so. CLIENT acknowledges that CLIENT was given the opportunity to ask questions and consult anyone before signing. If a court finds any term of this AGREEMENT ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. Failure to sign this Home Inspection AGREEMENT, or provide full payment, will null and void the inspection report. By signing below, the CLIENT, Representative or Agent (who represents any and all parties of the CLIENT) agrees to all terms and conditions of this AGREEMENT. If you would like a large print version of this AGREEMENT before signing it, you may request one by e-mailing us.

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SIGNATURE OF CLIENT OR REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF INSPECTOR

\_\_\_\_\_  
DATE