

## **TERMS AND CONDITIONS**

### **THIS CONTRACT LIMITS LIABILITY**

It is agreed by all that this inspection is to be performed according to the following terms and conditions:

1. Englewood Home Inspections will provide the Client a limited-time visual inspection of the following readily accessible and visible pertinent, major elements existing in the structure on the date of inspection: central air conditioning, central heating, interior electric, interior plumbing, foundation, basement, roofing, siding, walls, floors, ceilings, and built-in kitchen appliances. Readily accessible areas are those available for visual inspection without requiring moving of personal property, dismantling beyond normal homeowner use, destructive measures, or any action likely to involve risk to persons or property. Englewood Home Inspections shall have no obligation to repair or replace any items found to be defective, whether or not discussed in the Englewood Home Inspections written report. Conditions that may exist relating to any legal and/or public records are outside the scope of this inspection. Englewood Home Inspections cannot determine during the inspection that the roof leaks or is watertight; the rating is on material condition only. Further, this inspection does not cover code compliance, soil or groundwater contamination, geological, design, environmental conditions, adequacy evaluation, fireplace draft and flue, cosmetic items, central vac systems, automatic gates, elevator equipment, pool structure and underground plumbing, septic systems, wells and associated equipment, water quality systems, mold, lead paint, asbestos, wood destroying organisms, or any low voltage wiring. This inspection will include the above elements unless otherwise restricted by the client. At times, conditions may exist and may not have any visible signs to indicate its existence. Such items must be disclosed by the seller of the property. Englewood Home Inspections recommends that Client seek the advice of his legal counsel and/or real estate agent to identify items subject to disclosure in additions to those set forth in Englewood Home Inspections written inspection report. Opinions vary from person to person and the report is the opinion of the inspector and must be considered as such.
2. During the course of the inspection the inspector will not enter any areas inaccessible or which may constitute a threat of safety, remove personal items to make access to an area, system, component, damage or disturb any property including insulation and landscaping.
3. Payment of the fee entitles client to one original of the written inspection report including photographs. Payment, in check, cash, or credit card, is due prior to the start of the visual inspection. The liability of Englewood Home Inspections is limited to the terms and conditions as set forth in this contract between Englewood Home Inspections and the Client. Client expressly releases Englewood Home Inspections from any and all claims arising out of the contract.
4. Client represents and assures Englewood Home Inspections that Client has secured all approvals necessary for entry onto the premises to be inspected. Client further agrees to defend, indemnify and hold harmless Englewood Home Inspections from demands or claims alleging a trespass upon the premises to be inspected. It is the responsibility of the Client or Agent to ensure the utilities are on at the time of inspection. Englewood Home Inspections recommends checking for permits on all additional construction performed on the property after the original construction.

5. This Order Form, with its terms, conditions and disclosures, constitutes the entire agreement between Englewood Home Inspections and Client. Both parties agree that there is no representation, statement or agreement not set forth herein or incorporated by reference. No waiver, alteration or modification of this contract shall be valid unless it is in writing and signed by an authorized representative of both parties. This contract shall be construed and governed by the laws of the State of Florida. For all areas marked outside of good condition, Englewood Home Inspections recommends proper attention by the appropriate licensed contractor.

6. Englewood Home Inspections has no liability for occupied/unoccupied homes and structures. Please note that the inspection is a snapshot in time of the condition of the property at the time of the inspection. It is not to be deemed a guarantee or warranty against future defects. If the life expectancy of any system or component is of concern, you may consider investing in a home warranty that provides coverage for items of concern.

7. I have full authority to execute this contract. I fully understand the fact that only the original buyer on this contract shall be entitled to the information contained in the inspection report/contract.

8. The Client agrees that the liability of Englewood Home Inspections shall be limited to a sum equal to the fee paid by the client for the inspection and report. Client shall be liable for Englewood Home Inspections attorney's fees in the event of litigation. Any negative comments/actions reflected on/towards Englewood Home Inspections shall be grounds for a slander-suit for defamation of character in Superior Court. The defamation of character suit shall be filed against the instigator of said comments/actions.

9. I have read and understand the terms and conditions of this contract as set forth on the front of this form. I fully understand that if there is no signature on the line below, this inspection report shall be null and void. Client understands and agrees that if he / she / they are not present at the time of the inspection and therefore do not sign this Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by the Client shall and payment therefore will constitute acceptance of the terms and conditions of this agreement.

Address of Property: \_\_\_\_\_

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

Client Printed Name: \_\_\_\_\_

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

Client Printed Name: \_\_\_\_\_