

NPI of Southern Pinellas County, DBA National Property Inspections

PRE-HOME INSPECTION AGREEMENT (W)

(Please Read Carefully)

Client: _____ Fee: \$ _____

Inspection address: _____

City: _____ St: _____ Zip: _____

Purpose of Inspection

National Property Inspections of Southern Pinellas County agrees to conduct an inspection for the purpose of alerting the client to material defects in the condition of the home. The inspection and report are performed and prepared for the sole confidential and exclusive use and possession of the client. This report is intended for use only by the party contracting for same. It is not intended to benefit any third party. The written report will include findings of a visual and operational inspection of the following only:

- | | |
|--|---|
| -Overall Site Condition [topical not subterranean] | -Electrical, Plumbing, Heating and Air Conditioning |
| -Exterior walls, Overhangs, Windows and Doors | -Doors and Built-In Trim |
| -Foundation and Floors | -Insulation and Ventilation |
| -Roof Structure, Coverage & Drainage | -Major Appliances for Operability and Life Expectancy |
| -Interior Walls, Ceilings | |
- The inspection of appurtenant structures or facilities such as pools, sheds, seawalls, docks, and detached buildings will not be inspected unless agreed upon prior to the inspection. Additional fees may apply.

For an additional sum of \$_____, [the cost of equipment for use in this inspection], an infrared camera can be used in your inspection. Infrared cameras may reveal water damage beneath flooring, in the ceilings and in the walls that a visual inspection would not otherwise reveal. This is a non-physically invasive procedure for not readily available areas. Please initial the appropriate line below to incur or not incur this additional expense:

_____ **I accept the use of an infrared camera in my inspection.**

_____ **I decline the use of an infrared camera in my inspection.**

^Client initials

Scope of Inspection

It is understood and agreed that this inspection will be performed according to the STANDARDS OF PRACTICE of the AMERICAN SOCIETY OF HOME INSPECTORS, INC., which are incorporated hereby, for referencing, as though fully written. It will include a thorough inspection of readily accessible areas of the building and is limited to visual observation of apparent conditions existing at the time of inspection only. Latent and concealed defects and deficiencies are excluded from the inspection. Equipment and systems will not be dismantled.

Although some recommendations for maintenance and improvements may be made, they reflect only the opinion of the inspector. Cost estimates are not within the scope of this inspection and need be obtained from the pertinent contractor(s) or technician(s). The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

The inspection and report do not address and are not intended to address the possible presence of or danger from potentially harmful substances and environmental hazards, including, but not limited to radon gas, lead paint, asbestos, urea formaldehyde and toxic or flammable chemicals.

Also excluded are inspections and report on wells, septic systems, underground tanks, security systems, inter-com & telephone systems. Pool cleaning sweeps, water softeners or water filtering systems, water valves, trash compactors, load controllers, low voltage decorative lighting and devices activated by sensors. Appliances not considered built-in and central vacuuming systems. Oven and microwave self-cleaning systems, or their timers/clocks. Lights, non-conventional appliances of any kind, fire sprinklers and misting systems.

We do not inspect for the presence of rodents, termites and other insects nor do we test for the presence of mold-like substances or organisms.

National Property Inspections of Southern Pinellas County is not bound by any statements made by any persons not owners or employees of National Property Inspections of Southern Pinellas County. This includes statements made by real estate agents, salespersons, realtors, title agents, or other persons associated with the client regarding the subject real property.

Limitation of Liability

The parties agree that National Property Inspections of Southern Pinellas County and its employees and agents assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature, will be 2x the cost of this inspection.

The client understands, accepts and agrees that except for the limited warranty attached hereto, THE INSPECTION AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM.

"National Property Inspections expresses no opinion about the subject property beyond what is set forth in its home inspection report. The client may wish to obtain other types of inspections, such as environmental-related inspections, regarding mold, indoor-air quality or other environmental issues, or the identification or testing of "Chinese Drywall", all of which are beyond the scope of this inspection and are not addressed in the Home Inspection report."

Recommended Additional Inspections

National Property Inspections of Southern Pinellas County strongly recommends that the client hire a state-licensed termite inspector and mold specialist, as those inspections are not part of the scope of the inspection agreed to herein.

Arbitration

In the event that any dispute arises out of or relates to the home inspection performed or home inspection report issued under this agreement, such dispute shall be submitted to arbitration for resolution. Election to submit any claim to arbitration must be given, in writing, to **National Property Inspections of Southern Pinellas County** within one (1) year of the home inspection. The arbitration shall be conducted pursuant to the Rules and Regulations of the Expedited Arbitration of Home Deputies of Construction. In the event that a dispute is submitted to arbitration pursuant to the Paragraph, the decision of the arbitration shall be final and binding on the parties and judgment on the award of arbitrators may be entered in any court of competent jurisdiction. Damages for any claimed deficiency in the home inspection of the property to discover potential defects shall be limited to 2x the fee charged for the inspection.

Exclusions

Geologic Conditions and Sink Holes:

The inspector will report on visual conditions of vegetation, grading, surface drainage and retaining walls on the property when any of these are likely to adversely affect the home structure. However, the inspector is not required and is unable to evaluate geological, geotechnical or hydrological site conditions, or erosion control and earth stabilization measures.

This inspection specifically excludes identifying the presence of sink holes or determining the likelihood that sink holes might develop on the property, tasks which require the services of a professional geologist or geotechnical engineering consultant with a professional geologist on staff to perform a variety of tests to attempt to locate buried cavities which might form sinkholes. These tests may include ground penetrating radar surveys, electrical resistivity tests and borings. However, test results may be affected by the local geology and elevation of the water table and are not always conclusive. In many cases the cost of a detailed survey is beyond the typical homeowner's budget.

Most real estate seller's disclosure forms used in Florida today include a sinkhole disclosure statement. Sometimes it is overlooked. If it is in question, be sure to ask. Contact the Florida Department of Environmental Protection for more information on sink holes.

The inspector is unable to diagnose the specific cause or origin of cracking. If any cracks are a concern to you, before closing on the home, it is recommended that you contact a structural engineer to evaluate.

Acknowledgement

Client acknowledges and agrees that: (i) National Property Inspections of Southern Pinellas County, dba National Property Inspections, is an independently-owned and operated franchisee and not an employee, partner, or agent and cannot make any contract, agreement, warranty or representation on behalf of National Property Inspections, Inc., 9375 Burt St. Suite 201, Omaha NE 68114: (ii) National Property Inspections, Inc., 9375 Burt St. Suite 201, Omaha NE 68114 is not liable for any obligation, act, or omission whatsoever of, by, or from, or for any breach of this agreement by Tony Marino/National Property Inspections of Southern Pinellas County, dba National Property Inspections.

It is specifically and expressly agreed that the client shall give written notice of any claim against the inspector immediately upon discovery of any alleged defect. In the event that the defect is not reported to the inspector within 10 days of discovery, the inspector shall have no responsibility or liability whatsoever. In the event the client makes repairs, or replaces the alleged deficient system or component, before the inspector is given reasonable opportunity to inspect the defect, the client shall be deemed to have waived any claim against the inspector.

Other

Payment for inspection services constitutes acceptance of this agreement.

The parties agree that: (1) facsimile signatures shall act as originals in all respects; (2) e-mailed signatures and e-mailed versions of this agreement, where authorized by National Property Inspections of Southern Pinellas County, shall act as originals in all respects; (3) executed counterparts of this agreement shall act as originals in all respects; (4) should any part hereof be deemed void for any reason under the law, the rest of the provisions herein shall survive; (5) this agreement represents the entire understanding between the parties unless modified in writing by both parties whose signatures are attached thereto an which has been provided to National Property Inspections of Southern Pinellas County at its business address by U.S. Mail; (6) this agreement shall be governed by the laws of the state of Florida and by state courts within the jurisdiction in which the inspection was performed should the parties fail to resolve this matter in accordance with the binding arbitration agreed to above; and (7) all notices and other communications regarding this agreement, unless otherwise specified above, shall be sent via U.S. Mail to: National Property Inspections of Southern Pinellas County or e-mailed to tony@npihomeinspections.com

Acceptance and understanding of this agreement are hereby acknowledged.

Client or Representative _____ Date: _____

Inspector _____ Date: _____

Client authorizes copies of report to _____

*“Each office is **Independently Owned and Operated**”*