

HomeTech Home Inspections

Contract

Inspection Scope & Understanding

SCOPE: The scope of this inspection represents a limited "visual" inspection. The visual aspect of this inspection is totally dependent upon the accessibility of all areas of the residential home. The inspector will not be responsible for the following: moving any items, any and all items that are hidden from the visual view of the inspector. The inspection does not act as a warranty or guarantee or that each item or component will remain working as such, nor does this inspection intend to guess or eliminate the remaining economic life of such items or components.

The scope of this inspection includes the understanding that each home is likely to contain cosmetic items of deferred maintenance. These items of deferred maintenance will not be included within this report and the client understands that many of the components of a home are subject to normal wear and tear. These items include, but are not limited to: carpet, paint, interior and exterior wall paint, etc.

ITEMS EXCLUDED FROM THE SCOPE OF INSPECTION

- Pest, Termite or any Wood Destroying Organisms.
- Crawl Space or Attics that have less than 3 feet of working space.
- Septic systems and drain fields.
- Apparent cosmetic items are excluded (cabinets, countertops, sinks, carpet, windows, paint, etc.).
- Personal property items such as freezers, washers and dryers.
- Alarm, intercom, fire, humidity, central vacuum, ECU and satellite systems.
- Exterior and Interior low voltage lighting.
- Solar hot water systems and related plumbing.
- Air/Heating Wall Units.
- Water conditioners. Wells and related pumps.
- Sewage lines.
- Any items that are concealed, hidden and underground.
- Underground storage tanks.
- Electric, cable and telephone lines.
- Spa, sauna, whirlpool tubs, steam rooms.
- Violations that may result from county code and building code violations.
- Environmental conditions - radon, mold, mildew, asbestos, chemicals, urea formaldehyde, substances, spillage of any non and carcinogenic items, utility companies or any other sources that give out electro-magnetic fields, contaminated subsurface conditions: soils, rocks and sands, lead based paints and testing for water and air quality.
- Inspection of outbuildings, fences, detached structures and utility buildings.
- All other items that were not specifically stated as inspected within this report.
- The inspector/company will not be responsible for the removal or dismantling of any items.
- The inspector/company will not be responsible for the determination of economic lives of any items or components.

USE OF OTHERS

Nothing contained in this contract shall create any obligation or duties on behalf of HOMETECH to any third party, including, without limitation, any prospective seller or buyer of the property inspected. Furthermore, no third party shall have any rights nor remedies.

STANDARDS OF PROFESSIONAL PRACTICE:

This inspection meets or exceeds the "Standards of Practice" as set forth by the National Association of Certified Home Inspectors.

REAL ESTATE CONTRACT REPAIRS

This inspection was performed for the Buyer in accordance with the FAR/BAR "CONTRACT FOR SALE AND PURCHASE" or the FAR RESIDENTIAL SALE AND PURCHASE CONTRACT between the Buyer and the Seller of the subject real property. As you read this, Paragraph "N" and Article 8 of these contracts is being argued in many court cases in the State Of Florida. Neither the Company nor the inspector are Attorneys, and therefore do not practice law. The **bold** portions of the text, however are the inspector's interpretation of FAR/BAR Paragraph "D" & "N", and FAR Article 8 based on experience, and generally accepted local practices. The underlined portions of the text are items found in need of repair that are not necessarily covered under the above, but should be taken care of in the near future to assure the continued functioning of the building and components, and/or safety of the occupants.

LIABILITY LIMITATIONS

The liability of this inspection report is totally based upon the fee paid for the inspection. The liability of the inspectors company owner is totally based upon the fee paid for the inspection. If omissions or unintended mistakes are made by the inspector then the company shall refund the fee paid for the inspection report. If omissions are noted, and if the client pursues a claim against the fee, then the client must allow the inspector to re inspect the item prior to any repairs made by the client. The client assumes responsibility for the risk beyond the fee paid. The client also agrees that the fee paid represents a full settlement of all present and future liabilities or claims.

Client understands and agrees that if 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 client and payment therefore will constitute acceptance of the terms and conditions of this agreement.

I have a full understanding of the contract, scope, exclusions, use by others, and liability limitation.

CLIENT SIGNATURE: _____ **DATE:** _____

INSPECTOR SIGNATURE: _____ **DATE:** _____