

DNS PROPERTY INSPECTIONS, LLC

INSPECTION AGREEMENT

(Please read carefully)

THIS AGREEMENT is made and entered into by and between **DNS Property Inspections, LLC** referred to as “*Inspector*”, and _____, referred to as “*client*”. In consideration of the promise and terms of this agreement the parties agree as follows:

1. The *client* will pay the sum of \$ _____ for the inspection of the “Property”, being the residence and garage or carport, if applicable, located at _____.
2. The *Inspector* will perform a visual inspection and prepare a written report of the apparent conditions of the readily accessible installed systems and components of the property existing at the time of inspection. Latent and concealed defects and deficiencies are excluded from inspection.
3. The parties agree that the “Standards of Practice” (the standards) shall define the standard of duty and the conditions, limitations and exclusions of the inspection and are incorporated by the reference herein. If the State where the inspection is performed imposes more stringent standards or administrative rule, then those standards shall define the standard of duty and condition, limitations and exclusion of the inspection.
4. The parties agree and understand that the Inspector and its employees and its 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 any property damage, consequential damage or bodily injury of any nature. If repairs or replacements are done without giving the Inspector the required notice, the inspector will have no liability to the client. The client further agrees that the Inspector is liable only up to the cost of the inspection. This clause may be contrary to local law. Please verify applicability.
5. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. **INSPECTOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEMS, COMPONENT OR SYSTEM.**
6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
7. This Agreement, including the terms and conditions on the reverse side, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written Agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, and if the state laws and regulations are more stringent than the forms of the agreement, the state law or rule shall govern. Client has read this entire agreement and accepts and understands this Agreement as hereby acknowledged. This report adheres to the “FABI” (Florida Association of Building Inspectors) Standards, which are available upon request.
8. **Systems, items and conditions which are not within the scope of the building inspection** include, but not limited to : Radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, Chinese drywall, molds, fungi, other environmental hazard; pest infestations; Security and Fire Protection Systems; removable kitchen appliances; humidifiers; Heat Exchangers, Solar Heating Equipment; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; Recreational Equipment or facilities; pool/ Spa water purification systems (ozone generators, salt water, etc.); Septic Systems, Water Wells, Underground storage tanks; Energy Efficiency measurements; motion or photoelectric sensor lighting; concealed or private security systems; water softeners or purification systems; telephone, intercom or cable TV systems, antenna, lightning arrestor, load controllers; trees and plants; governing codes, ordinances, statutes and Covenants; and manufacturer specifications, recalls and EIFS. Client understand that these systems, items and conditions are exempt from this inspection. Any general comments about these systems, items and/or conditions on the written report are informal only and DO NOT represent an inspection.

CLIENT INTIALS: _____

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9. The Inspection and Report are performed and prepared for the sole and exclusive use of and possession of the *Client*. No other person(s) or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against the *Inspector*, its employees or agents, arising out of the services performed by the *Inspector* under this agreement, the client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.
10. The *Inspector* will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. The Inspector does not check for any open permits or certificates of occupancy.
11. In the event of a claim by the client that an installed system or component of the premises which was inspected by the inspector was not in the condition reported by the *Inspector*, the *Client* agrees to notify the inspector at least 72 hours prior to repairing or replacing such system or component. The *Client* further agrees that the *Inspector* is liable only if there has been a complete failure to follow the standards adhered to the report or state law. Furthermore, any legal action must be brought within one (1) year from the date of inspection or will be deemed waived and forever barred.
12. Inspection does not determine whether the property is insurable.
13. Exclusions of systems normally inspected: _____
14. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration Services of another dispute resolution provider other than one of those so stated, please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.

CLIENT AGREES TO RELEASE A COPY OF THE REPORT TO THEIR REALTOR ONLY: YES NO (PLEASE CIRCLE)

CLIENT SIGNATURE: _____ DATE: _____

CLIENT SIGNATURE: _____ DATE: _____

AGENT PRESENT: YES NO AGENTS NAME: _____

INSPECTORS SIGNATURE: _____ DATE: _____

PLEASE NOTE: INSPECTION REPORT WILL NOT BE RELEASED UNTIL INSPECTION AGREEMENT HAS BEEN SIGNED

**DNS Property Inspections, LLC
3503 Venetian Villa Circle
New Smyrna Beach FL 32168**

State License # HI-4493

Definition:

APPARENT CONDITION:

1. **SYSTEMS AND COMPONENTS ARE RATED AS FOLLOWS:**

- A. **SATISFACTORY**: indicates that the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.
- B. **MARGINAL**: indicates the component will need repair or replacement any time within five years.
- C. **POOR**: indicates the component will need repair or replacement now or in the very near future.
- D. **SAFETY HAZARD**: genetic condition that is unsafe and in need of prompt attention.
- E. **MAJOR CONCERN**: a system or component that is considered significant deficient, inoperable or unsafe.

2. **Installed systems and components**: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.

3. **Readily accessible systems and components**: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil or other items which obstruct access or visibility. Areas deemed not safe, too small, too hot to enter or walk-on, 2-story roof, clay tile, slate, concrete; crawlspace; attic.

4. Any component not listed as being deficient in some manner is assumed to be satisfactory.