

Wind Mitigation Inspection Agreement

This Agreement is between the *CLIENT*, _____ and *DNS Property Inspections, LLC*. (“*INSPECTOR*”) who is to conduct a wind mitigation inspection at the

Property located at: _____ for the

sum of \$ _____. The inspection will cover only the items listed on the Uniform Mitigation Verification Inspection form, *OIP-B1-1802 (Rev. 01/12)*, and is not a full inspection and is not intended to inspect any component in the home except items on the form relating to stronger methods to resist wind load on the home in adverse conditions. PLEASE REVIEW THAT FORM BEFORE YOU SIGN THIS AGREEMENT SO YOU WILL KNOW THE LIMITED SCOPE OF THE INSPECTION. The purpose of this inspection is to determine if certain procedures have been performed on the home to help withstand adverse conditions. It is not an assurance that this home will be protected or whether it can withstand specific types of adverse conditions. This limited inspection may help you qualify for a reduced insurance rate, but is not a guarantee. By signing this Agreement, you understand it is a limited inspection intended only to satisfy requirements of an insurance company. You also agree to the terms below. Any third parties who rely on the report in any way also agree to all provisions in this Agreement.

1. *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 home/building 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.

2. *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 home/building even if the *CLIENT* has been advised of the possibility of such damages. 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.

3. *INSPECTOR* does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place.

4. In the event of a claim against *INSPECTOR*, *CLIENT* agrees to supply *INSPECTOR* with the following: (1) written notification of adverse conditions within 72 hours of discovery; and (2) access to the premises before repairs are made. Failure to comply with the above conditions will release *INSPECTOR* and its agents from any and all obligations or liability of any kind.

5. 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. In the event that *CLIENT* fails to prove any claims against *INSPECTOR*, *CLIENT* agrees to pay all costs, expenses and fees of *INSPECTOR* in defending said claims.

Client Initials: _____

6. 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. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

7. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Signature: _____ Date: _____

Inspectors Signature: _____ Date: _____

DNS Property Inspections, LLC Florida State License # HI4493

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
HOME INSPECTORS LICENSING PROGRAM

LICENSE NUMBER	
HI4493	

The HOME INSPECTOR
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: JUL 31, 2018

SMITH, DAVID NEAL
3503 VENETIAN VILLA CIRCLE
NEW SMYRNA BEACH FL 32168



ISSUED: 05/15/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1605150001065