

Bryant Home Inspections LLC

11 Redwood Circle, Plantation, FL 33317 • Phone: (954) 478-2490 • www.bryanthomeinspections.com

Home Inspection Contract

**Carefully review this contract and have your attorney review it if you wish.*

Date: ___ / ___ / _____. Date of inspection: ___ / ___ / _____. Fee for inspection: \$ _____

This contract is hereby entered into this date between **Bryant Home Inspections LLC** (hereinafter referred to as we, our, us, company, inspector(s), Bryant Home Inspections LLC) and **client**.

Name of client(s): _____ / _____

Client current mailing address: _____

Client email: _____ Client Phone: _____

Please note: This is a legally binding agreement made by you the **client** and by **Bryant Home Inspections LLC**, which details the conditions and terms upon which you have engaged **Bryant Home Inspections LLC** to perform an inspection survey of certain real estate located at:

Inspection address: _____

Payment is made by: Check /Money Order Cash Credit Card

Note: Any check returned for either non-sufficient funds or closed account will be assessed a fee of \$50.00 to cover banking service charges.

Please ensure all services are turned on at the property to enable a full inspection. Failure to do so will result in additional costs to you, if the inspector has to re-inspect the property.

Witnesseth: In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

The client understands that this is a legal and binding agreement. Payment must be received by company, before the report will be issued. Client does not have to present at the time the inspection is conducted. The client agrees to read the entire report and agrees to promptly call with any questions and concerns regarding the inspection report. Nothing in the inspection report, and no opinion of the inspector, shall be construed as advice to the client to purchase, or not to purchase, the property.

The report is intended for the exclusive use of the client, and company shall have no liability to any third party regarding the issuance of the report or the reliance on such report by any third party.

1. **SCOPE OF SERVICE:** Our general home inspection is intended to assist you in evaluating the overall quality and general condition of the building and its immediately surrounding areas. Our inspector will conduct an impartial, non-invasive, single-time, visual evaluation of the readily-accessible, permanently installed systems and components of the building, and will identify items that may need immediate or near-term repair or replacement. The inspection will be conducted in accordance with the state recognized standards of practice of FABI (Florida Association of Building Inspectors) in effect at the time of the inspection and may be referenced in the inspection report. If the inspection report provides any repair estimates, then client understands and agrees that those estimates should not be considered as a bid to perform the repairs. Client further agrees to release and hold company harmless against any estimates which may understate or overstate the actual cost of repair, even if due to the negligence of company. The inspection and report are not intended to be used as a guarantee or warranty expressed or implied. If you would like a warranty or guarantee you must obtain it from a warranty company.
- A. The intent of the inspection is to determine that the evaluated systems, components or items are performing their function without apparent major deficiencies, in the opinion of the inspector. The inspection provides a one-time evaluation of the home at a specific moment in time. It is understood by the client that the inspector is a generalist, and as such, the inspection and report is an unbiased opinion based upon the experience of the individual generalist inspector, who is not an expert in every craft or profession, and is not acting as a licensed engineer. Inspector may offer comments as a courtesy, but these comments will not comprise any part of the report. Client agrees to assume all the risk for conditions which are concealed from view or inaccessible

by the inspector at the inspection. The report is supplemental to the Seller's Legal Disclosure which lists known defects. As such, some inspection components may or may not be covered by your real estate contract. Consult your real estate agent or attorney regarding your contractual conditions.

- B. The inspection is not intended to be in-depth, all-encompassing, technically exhaustive, invasive or destructive, for governmental regulation or code compliance, concerned with current or future habitability, and is not an attempt to detect and report all deficiencies present. It is not within the scope of the inspection to estimate the remaining life of any systems or components. Evaluation and reporting of minor, easily correctable or cosmetic defects and deficiencies is not the intent or focus of the inspection; therefore any reporting of such issues should be understood to be incomplete (not fully inclusive.)
 - C. The inspection includes evaluation of certain major systems, components and equipment for items which may need major repair or further evaluation by a specialist, including the following: foundation, electrical, plumbing, HVAC, roof, attic and exterior walls. If the inspector recommends further action, including (but not limited to) consulting with a specialized expert(s), you must do so at your expense. Failure to take further action by the client shall constitute a waiver of any and all claims for those items requiring further action. Evaluation is of the primary premises, and typically includes primary attached garages/carports/patios and decks, unless they are specifically not contracted for.
 - D. There is no responsibility expressed or implied for latent defects, or for defects not reasonably observable at the time of the inspection, or for defects that would require the removal of major or permanent coverings for observation. Items marked on the report as not inspected, not determined or not reported are excluded from the report. We make no claims as to being able to determine the condition of internal inaccessible areas and we do not dismantle any systems or equipment, nor do we inspect adequacy of design, capacity, efficiency size, value, or habitability. Please remember that older houses do not meet the same standards as newer houses, even though items in both might be performing the function for which they are intended. The inspector can only convey to the client what was clearly visible at the time of the inspection. Inaccessible areas are defined as being concealed by: household goods; furniture; appliances; locked rooms; rugs; draperies; finished floors; ceiling; walls; paneling; wall papering; under carpeting or other floor covering; above drop ceilings; stored goods; insulation; automobiles; equipment; debris; vegetation; soil, etc. Other areas inaccessible to the inspector are: areas with temperatures above 120 degrees Fahrenheit; where the headroom is less than 3 ft; and where conditions or materials are present that could be hazardous to the inspector's health. While rare, some homeowners purposefully conceal damage or defects in the subject property, making them difficult to detect through visual inspection. For this reason the client is encouraged to participate in the inspection and to accept responsibility for incomplete information, should they not participate in the inspection. If client does attend inspection they assume all risks for any falls, injuries, property damage, etc.
 - E. No representation is made as to how long any equipment will continue to function. The inspection does not include evaluation of every aspect of the inspected systems and components and where numerous adjacent or similar parts or components are encountered only a sample evaluation is performed.
 - F. Only basic operational testing of certain built-in kitchen appliances is performed; other than running a dishwasher through a full cycle when feasible, equipment is only briefly turned on. Evaluation of timers and other controls is not performed and no determination is made regarding the performance of appliances, such as how well an oven maintains a temperature, or how well a garbage disposal grinds and disposes of waste materials, etc.
 - G. A typical home inspection lasts roughly 2 – 4 hours. It is impossible to find every defect and deficiency during an inspection – therefore the client should anticipate additional defects/deficiencies during ownership of the property. Weather conditions or other conditions that are beyond the control of the inspector and which may affect and limit the inspection are accepted by the client without additional burden to Bryant Home Inspections LLC.
 - H. **CONDOMINIUM PURCHASES:** _____ **Initial:** The common areas of condominium buildings are not a required inspection area. Condominium common areas are covered by an association monthly fee and as such these areas are the responsibility of the association. The inspector has no knowledge of previous problems or future assessments pending for the building's common areas. The client is advised to obtain the minutes for the past year to learn of any past problems which could affect the unit under consideration or future assessments for the building.
2. **STANDARDS OF INSPECTION:** Client understands and agrees that company and its inspectors shall be guided by the standards of practice of the Florida Association of Building Inspectors (the "FABI standards") in performing the inspection and preparing the inspection report. Client understands that these standards contain limitations, exceptions, and exclusions. Client understands that FABI is not a party to this agreement and has no control over inspector or representations made by inspector and does not supervise inspector. The client understands and agrees that inspections performed by the company may reduce the risks associated with purchasing a home, but cannot eliminate them. The condition of the subject property may change, or the equipment

inspected and reported on may be altered or changed. Therefore, client shall carefully re-inspect the subject property and all equipment prior to closing.

3. **PAYMENT:** Payment in full is due upon completion of the onsite inspection. No written report will be issued until full payment is received even if client does not attend the inspection. The client agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if applicable. If client is a corporation, LLC, or similar entity, the person signing this agreement on behalf of such entity does personally guaranty payment of the fee by the entity.
4. **CONFIDENTIALITY:** The content of your report is confidential and shall not be disclosed to any other party without our express approval and authorization. The contents of the inspection report and any representation made within are not transferable or assignable without the express written permission of Bryant Home Inspections LLC and any reliance thereon by any party other than the client is prohibited and therefore the client agrees to indemnify, defend, and hold company, inspector, or its officers, agents or employees harmless from any third party claims arising out of client's distribution of the inspection report, including, but not limited to, any claims caused by the alleged negligence, breach of contract, fraud, misrepresentation, or any other theory of liability of the company. However, the inspector is at liberty to discuss report findings with real estate agents, specialists or repair persons for the sake of clarification.
5. **EXCLUSIONS AND LIMITATIONS:** Systems, items and conditions which are not within the scope of the home inspection can be found in the Standards of Practice of FABI. Because of the uniqueness of each home Bryant Home Inspections uses these Standards of Practice as guidelines only. Client understands and agrees that this inspection report and findings are limited in nature and scope and that the following systems, items and conditions are exempt from this inspection. Any comments about these systems, items and conditions in the written report are informal only and do not represent an inspection: All latent or concealed defects, deficiencies and conditions; all environmental hazards, defects, and conditions (including: radon, asbestos, lead paint, lead water pipes, lead solder, urea formaldehyde, toxic waste, polluted water, mold and mildew); "Chinese Drywall," PCBs, other pollutants, carbon monoxide, gas leaks and toxic materials; the toxicity and combustibility of all materials and finishes; the moisture content of all walls, floors, ceilings, siding and the like; soil quality, air quality analysis; water quality and adequacy; the presence or absence of pests or wood-destroying organisms required to be reported under the Florida Pest Control Act; any insects, rodents or dry rot, fungus; feline urine and/or other wastes; odors; noise or noise transmission; wildfires; electromagnetic fields; the extent of any damage in defective areas; household appliances not listed as inspected; freestanding heating stoves; humidifiers and air purifiers; solar heating/cooling and hot water systems; central vacuum systems; freestanding or portable equipment; technically complex systems or devices (examples: self-cleaning ovens, heat exchangers, radiant heating, etc.); through wall and window air conditioners; window coverings; cosmetic finishes and conditions; elevator components and shafts; dumbwaiters; chimney flues; automatic smoke vent dampers; fan-driven exhaust systems for central heating flues; insulation effectiveness; concealed insulation; heat loss analysis; fire escapes; fire sprinkler systems; fire and smoke detection and alarm systems; other alarm equipment; underground storage tanks; internal gutter and downspout systems; ejector pumps for rain or waste; landscape or farm irrigation systems; exterior plumbing components (including: private sewer systems, buried pipes, connection to public sewer lines, buried components of sprinkler systems); wave action reporting; flood plain location; substantive water intrusion into structure after long periods of drought; hot tubs; swimming pools and related equipment; waterfalls, ponds, fountains, saunas, steam baths, or similar fixtures and related equipment; water supplies (including: water wells, water conditioning equipment); volume of well water; concealed wiring; ancillary electrical system (including: TV cable systems and antennas); radio or computer controlled devices; photoelectric controls; automatic timer controls; satellite dishes; intercom systems; speaker wires; automated equipment; landscape lighting; barbecues, fire pits, heaters and lamps; main gas shut off; lightning protection systems; heating cables; door opening and doorbell systems; security systems; telephone systems; locks and security devices; any form of engineering analysis; seismic activity; the proximity to railroad tracks or airplane routes; other structures detached from the subject property unless listed for inspection; building or property measurement and value appraisal; boundaries; easements; Rights of Way; conditions of title; zoning/code, permit compliance; previous use or occupancy determination; subsurface soil conditions below and surrounding the building; landscaping and foliage; tennis courts and the like; playground equipment; any recall notices or warnings on any structural component, system, subsystem, component or appliance; cost estimates for corrective work; determination of life expectancy of any item; unique systems with which the inspector is unfamiliar, or any component that is specifically listed as not inspected on the inspection report.
6. **ARBITRATION CLAUSE:** If the client feels that the inspection process was done negligently or that we were negligent in our inspection, the client is expected to immediately communicate this in writing to us. Such notification must occur within one year of the date of the inspection. In the event of a dispute, both parties agree to submit the issue to binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration is to be conducted by an arbitrator who is a full-time home inspector with at least five years' experience as a home inspector and who resides in the county of the inspection. If the parties are unable to agree upon an arbitrator within a reasonable period of time, they will submit the dispute to the American Arbitration Association. The accepted standard against which this inspection will be judged will be the current Standards of Practice of FABI. Property or equipment in dispute will be made available for viewing and arbitration, and arbitration will occur at the property.

The decision of the arbitrator appointed thereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction.

If client requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement. 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 shall not use report as a substitute for, replacement for, or in lieu of, any required transfer disclosure statements.

The client shall provide reasonable notice and permit an inspection of the condition(s), which gave rise to the complaint, against the inspector's assessment. The client agrees to hold the inspector harmless for any and all claims relating to conditions that are altered or repaired without said notice or inspection. The prevailing party in any dispute arising out of this agreement shall be entitled to reasonable attorney fees, arbitration and other related costs.

Client further agrees that the company can either conduct a re-inspection itself, or can employ others (at client's own expense) to re-inspect the property, or both. The company is not liable for any claim presented more than one year after the date of the inspection, or same will be deemed waived and forever barred. Time is expressly of the essence herein. This time period may be shorter than otherwise provided for by law. Bryant Home Inspections LLC accepts no liability for mistakes or omissions in the conduct of this inspection or its report and is limited to the refund of the fee paid. This limitation is binding upon the client, its heirs, successors and assigns, and all other parties claiming by or through the client. If any portion of this agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in full force and effect between the parties.

7. **NOTIFICATION OF CLAIMS CLAUSE:** In the event that a claim ensues from the inspection, we require the following: 1) written notification of any adverse conditions must be made within fourteen days of discovery of said condition, 2) the right to inspect said conditions within a reasonable period of time, 3) the opportunity to remedy or repair said conditions if negligence is proven. Client or client's agents, employees or independent contractors will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the inspector, (with exception of emergency conditions), and 4) the company shall not be subject to any claims after a period of one year from the inspection date. Client's failure to conform to the above conditions would make any and all contractual obligations on the part of Bryant Home Inspections LLC concerning the inspection of this property null and void, and Bryant Home Inspections LLC shall be released from all obligations imposed hereunder. This limitation is binding upon the client, its heirs, successors and assigns, and all other parties claiming by or through the client.
8. **SEVERABILITY:** In the event that any part or provision of this contract is declared fully or partially invalid, unlawful or unenforceable by a court of competent jurisdiction, the remainder of the part of provision and this contract will remain in full force and effect if the fundamental and essential terms and conditions of this contract remain valid, binding and enforceable.
9. **LIMIT OF LIABILITY:** The client understands that this inspection is the standard visual inspection of the readily accessible areas of the structure. The client agrees and understands that the maximum liability incurred by the company for errors and omissions in the inspection shall be limited to the fee paid for the inspection. Bryant Home Inspections LLC shall not be subject to any claims after a period of one year from the inspection date. Client further understands, if client makes any claim against the company and client fails to prove such claim, client shall pay all attorney's fees, arbitrator's fees, legal expenses and costs incurred by us in defense of the claim. The parties agree that any litigation arising out of this agreement, if arbitration is not conclusive, shall be filed only in the Broward County Courts. The client agrees to indemnify, fully protect, defend, and hold Bryant Home Inspections LLC harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made by other parties against Bryant Home Inspections LLC as a result of, or arising from the inspection. The client also agrees to protect, indemnify, defend and release the company and its employees, agents and subcontractors from liability against all third party claims or losses (including costs and reasonable attorneys' fees) brought against company which relate to this inspection agreement, the inspection or the inspection report. This indemnification covers, without limitation, claims brought by any person or entity not a party to this inspection agreement, claims brought by client's insurance company, claims brought by real estate agents or brokers, claims brought by the sellers of the subject property, including cross claims for contribution and indemnification. It also includes claims arising under contract, warranty, or negligence.
10. **ACKNOWLEDGEMENT:** 1) The inspection is performed for the sole, confidential and exclusive use and possession of the client. The contents of the inspection report and any representation made within are not assignable without the express written permission of Bryant Home Inspections LLC and any reliance thereon by any party other than the client is prohibited. 2) All conditions mentioned in the inspection report should be referred to appropriately qualified and licensed persons for their review and any appropriate correction or repair.

11. **ADDITIONAL/NEGOTIATED TERMS:**

12. **WHOLE AGREEMENT:** This contract represents the whole agreement between Bryant Home Inspections LLC and the client. The client acknowledges that they have read, and understand the scope and limitations of this inspection, or have re-negotiated them herein, in writing to client's satisfaction and on that basis, agree on all the terms, limitations and exclusions contained herein. No change or modification shall be enforceable against either party unless such change or modification is in writing and signed by both parties. This inspection agreement inures to the benefit of, and is enforceable by, company's subcontractors, employees, agents, successors, affiliated entities, and assigns. If any provision of this inspection agreement is found to be invalid or unenforceable, such a finding shall not affect any other part of this inspection agreement. This inspection agreement shall be governed by the state where the inspection is performed. The person signing this agreement warrants and represents to company that he/she/it is expressly authorized to sign this inspection agreement by the other spouse, if applicable, or by the person or entity purchasing the subject property, if applicable.

I have read and agree to the terms, conditions, limitations and exclusions found in this inspection agreement. I understand that I have the right to have an attorney of my choice review this inspection agreement before I sign it.

I understand that if I do not agree with any of the terms, conditions, limitations and exclusions of this inspection agreement I do not have to sign it. Rather, I may negotiate with the company or hire another company to perform the inspection.

Client(s) has read, understands and agrees with the terms of this contract.

(Signee represents actual authority to sign for all concerned parties.)

Client's signature: _____ Date: ____ / ____ / ____.

Client's signature: _____ Date: ____ / ____ / ____.

Inspector's signature: _____ Date: ____ / ____ / ____.

License #: _____

Note: The inspection report is confidential. If client wishes to authorize Bryant Home Inspections LLC to reveal the report to others (when requested) please provide details of the authorized person(s) below:

Authorized name(s)/affiliation: