



5824 Bee Ridge Rd. #444  
Sarasota, FL 34233  
Cell: 941-726-5623  
Fax: 941-377-5228

Client:  
Property Address:  
Total Inspection Fee: \$  
Report #: 12-

This Inspection Agreement contains the terms and conditions of your (the **Client**) contract with Drafting Solutions, LLC d/b/a Snoopy Home Inspector (the **Company**) for an inspection of the Property at the above address. This Inspection Agreement contains limitations on the scope of the inspection, remedies and liability. Please read carefully. By signing below, **Client** represents and warrants that **Client** has secured all approvals necessary for the **Company** to conduct the Inspection of the Property. **Client** also warrants they will read the Inspection Report when received and shall promptly call with any questions or concerns **Client** may have regarding the Inspection or Inspection Report. This Inspection is being performed for the exclusive use and benefit of the **Client**, and the Inspection, including the written Report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the **Company**.

1. INSPECTION AND DUTIES

The **Company** agrees to perform a limited visual Inspection of the systems and components included in the inspection as they exist at the time of the inspection and for which the **Client** agrees to pay a fee. The Inspection will be performed in accordance with the Standards of Practice of the American Society of Home Inspectors, and is limited by the limitations, exceptions and exclusions so stated in the Standards of Practice and this Agreement. You agree that if the **Company** recommends further evaluation of a condition noted in the Inspection Report that you will do so before the end of any inspection contingency and prior to closing.

2. DISCLAIMER OF WARRANTY

**Client** understands that the Inspection and Inspection Report do not, in any way, constitute a/an: (1) guarantee, (2) warranty of merchantability or fitness for a particular purpose, (3) express or implied warranty, or (4) insurance policy. Additionally, neither the Inspection nor Inspection Report are substitutes for any real estate transfer disclosures which may be required by law.

3. NOTICE AND STATUTE OF LIMITATIONS

**Client** agrees that any claim, for negligence, breach of contract or otherwise, be made in writing and reported to **Company** within ten (10) business days of discovery. **Client** further agrees to allow Inspector the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions, before **Client** or **Client's** agents, employees or independent contractor's repairs, replaces, alters or modifies the claimed discrepancy. **Client** understands and agrees that any failure to notify inspector as stated above shall constitute a waiver of any and all claims **Client** may have against Inspector. Any legal action must be brought within one (1) year from the date of the Inspection; failure to bring said action within one (1) year of the date of the Inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen there from. Time is expressly of the essence herein. This time period may be shorter than otherwise provided for by law.

4. GOVERNING LAW & SEVERABILITY

This Agreement shall be governed by Florida law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

I have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed above.

Dated \_\_\_\_\_ Signature of Client \_\_\_\_\_

(One signature binds all)

Dated \_\_\_\_\_ For Snoopy Home Inspector \_\_\_\_\_

5. OTHER SERVICES

It is understood and agreed to by the parties hereto that all the provisions, limitations, exceptions and exclusions of the agreement shall apply to any optional services entered into by the parties.

6. LIMITATIONS, EXCEPTIONS AND EXCLUSIONS

The Inspection only includes those systems and components expressly and specifically identified in the Inspection Report. The Inspection limitations, exceptions and exclusions in the Standards of Practice are incorporated herein. In addition, any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or in any other fashion is excluded. The Inspection does not include any destructive testing or dismantling. The following systems and components and areas are among those NOT included in the Inspection or Inspection Report:

- Latent or concealed defects, compliance with code or zoning ordinances or permit research or system or component installation or recalls.
- Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing.
- Termites or other wood destroying insects and or organisms, rodents or other pests, dry-rot or fungus; or damage from or relating to the preceding.
- Private water, sewage systems, water softeners or purifiers, radiant heat systems or solar heating systems.
- Hot tubs, saunas, steam baths, fountains or other types of or related systems and components.
- Repair cost estimates or building value appraisal.
- Thermostatic or time clock controls, radio controlled devices, automatic gates or elevators, lifts, dumbwaiters.
- Free standing appliances and gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks. Furnace heat exchangers.
- Seismic safety, security or fire safety systems or security bars and/or safety equipment.
- Any adverse condition that may affect the desirability of the property including but not limited to proximity to railroad tracks or airplane routes, boundaries, easements or rights of way, adjoining properties or neighborhood.
- Unique technically complex systems or components, system or component life expectancy or adequacy or efficiency of any systems or component.

7. RECEIPT OF REPORT

The **Company**'s agreement to perform the Inspection is contingent on **Client**'s agreement to the provisions, terms, conditions and limitations of the Agreement. If the Agreement is not signed by **Client** prior to or at the time the written Inspection Report is provided to the **Client** and **Client** objects to any of the terms of this Agreement, **Client** shall return the written Inspection Report to the **Company** within seven (7) days and any fee that has been paid will be refunded to the **Client**. Failure to return the written Inspection Report and payment of the fee shall constitute the full acceptance of all the terms of this Agreement by **Client**.

8. DISPUTE RESOLUTION – ARBITRATION CLAUSE

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability 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 to final and binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. 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.

9. COMPANY RELATIONSHIPS/THIRD PARTY PROVIDERS

The **Company** may have an affiliation with third-party service providers ("TPSP") in order to offer value-added services to its **Clients**.

I have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed above.

Dated \_\_\_\_\_ Signature of Client \_\_\_\_\_

(One signature binds all)

Dated \_\_\_\_\_ For Snoopy Home Inspector \_\_\_\_\_