

DREAM HOME CONSULTANTS, LLC.
INSPECTION AGREEMENT

This professional services agreement is made between Dream Home Consultants, LLC., (a Florida Limited Liability Company), located at 6507 Spyglass Cir., Fernandina Beach, FL 32034, hereafter referred to as the inspector, and _____, hereafter referred to as the client.

TYPE AND LOCATION OF INSPECTION Client requests that the inspector perform a limited visual inspection of the property located at _____. The fee for this inspection is \$ _____. The inspection date is _____.

SCOPE OF WORK This inspection is conducted using the Standards of Practice of the State of Florida, which may be viewed at <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=61-30>. This standard is incorporated by reference into this agreement. The objective of this inspection is to identify major deficiencies requiring immediate major repair that may exist on the property at the time of the inspection. A major deficiency occurs when a component is not functioning as intended during the inspection. An immediate major repair is one that may cost more than \$1,000.00 when performed by a qualified licensed contractor. This inspection is limited to areas of the property that are visible and readily accessible at the time of the inspection. This inspection is not technically exhaustive and will not reveal all deficiencies including concealed and latent deficiencies. This inspection may be limited by weather or by other conditions during the inspection. Whether or not concealed, the following is a non-exhaustive list of conditions and components not within the scope of this inspection:

Building code and zoning ordinance violations,
Review of building permits and other property records,
Termites, other wood destroying organisms, and pests,
Building value appraisal or cost estimates,
Condition of detached buildings,
Recreational facilities such as pools, spas, saunas, steam
baths, playground, exercise and athletic facilities,
Private water and private sewer systems,
Automatic gates, elevators, lifts and dumbwaiters,
Concealed components such as furnace heat exchangers,
Security alarms, intercoms, central vacuum systems,
Cosmetic deficiencies and normal wear and tear,
Carpeting, wallpaper and other interior finish treatments,
Fences, gates and related components,
Prediction of life expectancy for any component,
Internet-connected systems and components.

Geological stability and soil conditions,
Structural stability and engineering analysis,
Presence or absence of all environmental hazards, including
but not limited to lead, fungi, toxins, carcinogens, noise,
radon, asbestos, water and air quality,
Underground tanks and pipes,
Water softeners and water purification systems,
Remote control devices, and setback and smart thermostats,
Solar powered systems,
Low voltage electrical systems and components,
Telephone, cable TV, computer, and similar systems and components,
Window treatments of any kind including screens,
Fire and lawn sprinkler systems,
Adequacy or efficiency of any component,
Chinese drywall and foreign lumber products,

CLIENT OBLIGATIONS Client agrees to perform the following tasks as part of the consideration for this agreement, and to ensure a complete and successful inspection: (1) read and inform inspector about concerns raised in any seller's property disclosure statement, (2) read the full inspection report and inquire about all matters that require clarification, (3) act upon all recommendations contained in the inspection report during the inspection contingency period, (4) attend the inspection if possible, (5) initiate a telephone consultation with the inspector if client requires clarification of any matter in the inspection report, (6) conduct a final walkthrough of the property prior to closing and inspect all work performed on the property subsequent to the inspection.

INCOMPLETE INSPECTIONS Client has secured from the owner of the property permission for inspector to enter the property and to conduct inspections requested by client. Client has confirmed that water, electricity, and gas service at the property are operational, and that all systems to be inspected can be activated using normal operating controls. Client will indemnify and hold inspector harmless from any action instituted against inspector by the owner of the property due to client's failure to secure inspector's right of entry. Client agrees to pay inspector an amount equal to one half of the inspection fee if the owner denies inspector entry to the property while inspector is on site. Client agrees to pay inspector an amount equal to one half of the inspection fee if the property cannot be fully inspected for any other reason, such as lack of electricity, water, or gas, and if client wishes inspector to return to the property to complete the inspection.

DISCLOSURE Client expressly authorizes inspector to provide copies of the inspection report and to discuss inspector's findings and recommendations with parties who may, in the inspector's opinion, have a need for the information contained in the report including, but not limited to, the owner, owner's contractors, real estate agents, and government inspectors. Client may remove this authorization by providing written notice to inspector or by striking through and initialing this paragraph.

THIRD PARTIES Client agrees that inspector's written reports and verbal discussions are for client's benefit and use. In all other cases and for all other uses, inspector's reports, discussions, findings and recommendations remain the copyrighted property of inspector. Client warrants that there are no third party beneficiaries of this agreement. Client agrees to indemnify and hold inspector harmless for any damages or expenses, including legal fees and expenses, involved in defending against any claim made by a third party resulting from the work performed under this agreement.

LEGAL FEES AND EXPENSES If either party makes a claim against the other resulting from work performed under this agreement and fails to prove all aspects of the claim, the losing party will reimburse the prevailing party for all expenses involved in litigating or arbitrating the claim including, but not limited to, attorney fees and expenses, court and arbitration expenses, travel, and incidental related expenses.

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RIGHT OF OBSERVATION PRIOR TO REPAIR Client will immediately notify inspector of all components and conditions upon which client may base claims, actions, and complaints against inspector. Client will provide inspector the opportunity to observe all such components and conditions prior to making repairs or replacements (except emergency repairs necessary to protect life and property). Failure by client to provide inspector with the opportunity to observe all such components and conditions prior to repair or replacement will forever bar client from instituting claims, actions and complaints of any kind involving this inspection.

LIMIT OF TIME TO FILE CLAIMS Client will commence all claims, actions, and complaints of any kind (including arbitration) involving this inspection within 360 days from the date of this inspection, not from the date that client discovered the basis of the claim. Failure by client to commence all claims, actions, and complaints within 360 days of the date of this inspection will forever bar client from instituting any and all claims, actions, and complaints of any kind involving this inspection.

PAYMENT FOR SERVICES Payment is due when services are rendered. Client agrees to pay all costs involved in collecting unpaid fees including, but not limited to, attorney fees and expenses, court and arbitration expenses, collection agency costs, travel, and incidental related expenses.

REPORTING MINOR DEFICIENCIES Inspector may identify and report minor deficiencies in inspected components and deficiencies in excluded components discovered during the inspection. Identifying and reporting such deficiencies is done as a courtesy to client and does not alter or expand the scope and limitations of this inspection.

MISCELLANEOUS PROVISIONS This is the entire agreement between the parties. All changes to this agreement must be in writing and signed by both parties. Venue for legal and alternative dispute resolution proceedings shall be in the Nassau County, Florida. This agreement shall be interpreted using the laws of the State of Florida. If any part of this agreement is determined to be unenforceable, the remainder of this agreement shall be enforced as though the unenforceable portion did not exist. Inspector disclaims all liability for incidental and consequential damages that may result from this inspection even if inspector is informed about the potential for such damages. **Inspector's services do not create or provide a warranty, guarantee, or insurance policy of any kind regarding the property or its improvements.**

LIMITATION OF REMEDIES Home inspections subject inspector to the risk of significant costs and uncertainties. It is not practical to perform an inspection for the agreed-upon fee without limiting inspector's risk. The consideration for inspector performing this inspection includes this limitation of remedies. Client may remove this limitation of remedies by paying a fee equal to four times the inspection fee.

The exclusive and total remedy of all parties for services performed under this agreement is the fee paid by client, or an amount agreed to in writing by client and inspector. This limitation includes all legal theories including the torts of negligence and negligent misrepresentation, and includes all potential claims, damages, and costs including incidental and consequential damages.

CLIENT INITIALS _____

I/we have read this agreement, including the **limitation of remedies** provision, understand this agreement, and agree to be bound by the terms and conditions stated therein. I/we understand that one signature on this agreement, including signature of a real estate agent, binds all parties with an interest in the property.

Client

date

Bruce A. Barker, Member