**Island Inspections- LLC**

**Pool/ Spa Inspection Agreement**

Matthew Smoak

RBI License #49213

PO Box 1568

Pawleys Island, SC 29585

843-817-8810

Property Address:

Pool Inspection?: Yes  No  Rate: $150

Spa/ Hot tub Inspection?: Yes  No  Rate: $100

Combined Inspection?: Yes  No  Rate: $250

Client(s):

Agent for Client (if applicable):

Inspection Date/ Time:            

Attendance: Buyer/s/  Buyer’s Agent Seller  Listing Agent  Tenant  Other:

Please read and sign this Inspection Agreement, which becomes part of the final report. This document explains the Scope of the Inspection, Limits of the Inspection, General Exclusions, Terms and Conditions, Limitations of Liability, and an Arbitration Agreement. You may call us for an explanation of this agreement or any aspect of the report which you do not fully understand.

Island Inspections LLC (Hereinafter “INSPECTOR”) and the undersigned (hereinafter “CLIENT”), Collectively referred to herein as “the parties.” The Parties Understand and Voluntarily Agree as follows:

INSPECTOR agrees to perform a visual inspection of the pool and/ or spa, provide CLIENT with a PDF and/ or written inspection report within 24-hours identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The written report provides documentation of material defects in the pool/spa systems and components which, in the opinion of the Inspector, are a safety hazard, are not functioning properly, or appear to be at the ends of their service lives. The report is only supplementary to the seller’s disclosure. The pool/spa inspection to be performed for Client is a survey and basic operation of the systems and components of a pool/spa which can be easily reached or viewed without difficulty, moving obstructions, or requiring any special equipment or action which may result in damage to the property or personal injury to the Inspector. The purpose of the inspection is to provide the Client with information regarding the general condition of the pool/spa systems and components at the time of the inspection. Inspector will inspect the pool in accordance with the InterNACHI Pool and Spa Inspection Checklist. Client understands that InterNACHI is not a party to this Agreement, has no control over, and does not supervise Inspector.

**CLIENT'S DUTY**

Client understands and accepts that an inspection and report in accordance with this Agreement is intended to reduce, but cannot eliminate, the uncertainty regarding the condition of the pool/spa systems and components or their safe usage. Client agrees to alert the Inspector to all concerns, issues, or problems Client is aware of prior to the Inspection. Client agrees to read the entire written report when it is received and promptly call Inspector with any questions or concerns regarding the inspection or the written report. The written report shall be the final and exclusive findings of Inspector. Client acknowledges that Inspector is a generalist and Client agrees to obtain further evaluations recommended by Inspector of any additional inspections by appropriate specialists before the close of transaction and prior to usage. In the event Client becomes aware of a reportable condition within the time limitation of this Agreement which was not reported by Inspector, Client agrees to promptly notify said condition prior to making any repair, alteration, or replacement. Client acknowledges and agrees that failure to comply with this clause is a material breach of the Agreement.

**ENVIRONMENTAL CONDITIONS**

Client agrees what is being contracted for is a pool/spa inspection and not an environmental evaluation. In addition to those exclusions a limitations set forth in the Standards of Practice, Client understands and agrees this inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding the pool/spa systems and components, including but not limited to the presence of asbestos, lead, urea-formaldehyde, fungi, molds, mildew, PCBs, or other toxic, reactive, combustible, corrosive contaminants, materials, or substances in or on the water, air, soil, or building materials. Inspector is not liable for injury, health risks, or damage caused or contributed to by these conditions.

**SAFE USAGE**

There are safety risks inherent with pools and spas. this general inspection cannot determine that a pool/spa or related equipment are safe for use by adults or children. The inspector is not liable for injury or property damage arising from or resulting to the pool/spa or related equipment.

**GENERAL PROVISIONS**

If provided in conjunction with the sale or transfer of real estate, the written report is not a substitute for any transferor’s disclosure that may be required by law, or a substitute for Client’s independent duty to reasonably evaluate the pool/spa prior to the close of the transaction. This inspection Agreement and the written report do not constitute a warranty, guarantee, or insurance policy of any kind whatsoever. No legal action or proceedings of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company or its officers, directors, shareholders, members, agents, or employees more than one year from the date Client discovers, or through reasonable diligence should have discovered a claim or injury. This agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, and assigns. This Agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof and maybe modified only by a written agreement signed by all parties hereto. The parties acknowledge that they each had the opportunity to review and revise this agreement and any rule of construction to the effect of any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this Agreement is executed on behalf of Client by any third party, the person executing this Agreement expressly represents to Inspector that he/she has the full and complete authority to execute this Agreement on Client’s behalf and fully and completely bind Client to all of the terms, conditions, limitations, exceptions, and exclusions of this Agreement.

**SEVERABILITY**

Should any provision of this Agreement be held by a court of competent jurisdiction to be either entirely or partially invalid or unenforceable, the remaining provisions or parts thereof of this Agreement shall remain in full force and effect, unimpaired by the court’s holding.

**LIMITATION ON LIABILITY**

Liability of the inspector and/ or the inspection company’s directors, officers, members, principals, agents, and employees for the act, error, or omission arising out of or relating to this pool/ spa inspection and report is limited to the fee paid for this inspection and report. This limitation is binding on client and client’s spouses, heirs, principals, assigns, and anyone else who may otherwise read, rely upon, or use any information provided by the inspector, and/or in the inspection report (client and affiliate). Client and affiliates assume the risk of all losses greater than the fee paid for the inspection. Client and affiliates agree to immediately accept a refund of the fee as full settlement of any and all claims which may arise from or relate to this inspection and report. Client and affiliates understand that if they desire an inspection without this limitation on liability they should not execute this agreement and they should inquire as to the additional fee required to proceed without this limitation and/or referrals to other inspectors or organizations.

**ACKNOWLEDGEMENT**:

I, the undersigned, have carefully read the preceding Inspection Agreement and Description and fully understand and agree with the limitations, exclusions and terms described. Client voluntarily agrees to be bound thereby and to pay the fee(s) listed here. Pool Inspection $150, Spa/ Hot tub inspection $100, and/ or combined pool/ spa inspection $250.

Client/s/ Name:

Client/s/ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

Agent for Client Name (if applicable):

Agent for Client Signature (If applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Inspector Name:

Inspector Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_