



Blackwater Home Inspections LLC
 Sarasota, FL 34241
 941-468-0498 / 941-525-8643
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Pre-Inspection Agreement

Client Name					Date	
Address						
City		State		ZIP		
Email			Phone			
Address of Property to be Inspected						
City		State		ZIP		
Inspection Date			Fee (Due Prior to Inspection)			

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. READ THE TERMS CAREFULLY AND SEEK THE ADVICE OF AN ATTORNEY, SHOULD YOU WISH TO DO SO, BEFORE SIGNING.

Section 1. Purpose of the Agreement.

- At Client's request, Blackwater Home Inspections LLC ('BWHI') will conduct a property inspection (the 'Inspection') of _____ (the 'Property') in accordance with the standards of practice of International Association of Certified Home Inspectors (InterNACHI®), available on request or on the web at www.nachi.org. As described below, the Inspection Report has clearly defined limitations and is not a substitute for the Transfer Disclosure Statement, which the Seller may be required to provide by civil code. Client understands that the Inspection and the 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 the Inspection Report are intended, understood, nor agreed to be a substitute for any real estate transfer disclosures which may be required by law.

Section 2. The Inspection

- a. *No Warranties:* The Inspection is performed by a professionally trained and certified generalist in a matter of hours and is intended to be exclusively for informational purposes of the Client. BWHI **makes no warranties, express or implied, and any such warranty is specifically excluded and disclaimed.**
- b. *What is included in the Inspection:* Blackwater Home Inspections LLC agrees to perform a limited visual inspection of the Property's structure and to provide Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies, as they exist at the time of the Inspection. The Inspection will include all areas of the Property accessible to the Inspector except for those areas and systems excluded below. The Inspection specifically includes those systems and components expressly identified in the Inspection Report.
- c. *What is excluded from the Inspection:* Any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or any other thing, or those areas/items which have been excluded by the Standards of Practice of The Florida Association of Building Inspectors and/or by agreement of the parties is not included in the Inspection.

- d. *Limitations of the Inspection:* The Inspection Report is not intended to be a report concerning the structural integrity of the home. Maintenance and other items may be discussed but are expressly excluded from the Inspection and will NOT form a part of the Inspection Report. The Inspection does not include any destructive testing or dismantling. THIS IS NOT A MOLD INSPECTION.

The following areas/items, systems and components are among those expressly excluded from the Inspection:

Code of Zoning Violations / Permit Research / Building value appraisal / ADA compliance / Repair cost estimates / System or component installation, adequacy, efficiency and/or life expectancy / Latent or concealed defects / Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing / Termites or other Wood Destroying Organisms, dry rot or fungus or the damage from or relating to the proceeding, or rodent or other pests / Asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or indoor air quality, PCB's or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites, Sick Building Syndrome or other environmental or health hazards / hot tubs / saunas / steam-baths / fountains or other types of or related systems or components / water-softener or purifiers / private water or sewage systems / radio controlled devices / telephone and cable television wiring and service / automatic gates / elevators / lifts / dumbwaiters / thermostatic or time clock controls / radiant heat systems / furnace heat exchanger / solar heating systems / heat pump recovery units / gas appliances such as fire pits / barbecues, heaters, lamps / main gas shut off valve / gas leaks / seismic or hurricane safety / flood zone determinations / previous flood history / boundaries / easement or right of way / freestanding appliances and buildings and sheds / security, fire safety, sprinkler, low voltage and landscape lighting systems / personal property / items specifically noted as excluded in the inspection report / odors & notice or any adverse conditions that may affect the desirability of the property proximity or railroad tracks or airplane routes / unique/technically complex systems or components.

If inspection is desired of any of the areas/items, systems or components listed above, Client should contact the appropriate experts and seek specialist advice.

Section 3. The Inspection Report

The written report to be prepared by BWHI shall be considered the final and exclusive findings by the company of the structure. Oral statements made by the Inspector prior or subsequent to the issuance of the written Inspection Report are not part of the Inspection Report and Client shall not rely on any oral statements made by the Inspector prior to, during, or after the Inspection concerning the Property. BWHI reserves the right to modify the Inspection Report for a period of three (3) business days after initial delivery of the report to the Client.

Section 4. Waiver & Limitation of liability; Not an Agreement to Insure

It is agreed that BWHI, its employees, officers, owners, and agents are not in any way insurers of the property inspected and that payments for the inspection services provided herein are based solely upon the value of these services. It is not the intention nor agreement of the parties that BWHI assume responsibility or be liable for: (1) any loss occasioned by malfeasance or misfeasance in the performance of the services under this Agreement, (2) any loss or damage sustained through burglary, theft, robbery, fire or other cause, or (3) any liability on the part of BWHI by virtue of this Agreement or because of the relationship hereby established. **If there shall, notwithstanding the above provision, at any time be, or arise, any liability on the part of BWHI by virtue of this Agreement, or because of the relationship hereby established, whether due to the negligence, omission, breach of contract, misrepresentation of BWHI, or otherwise, such liability is, and shall be limited to, a sum equal to the price charged for this inspection service, which sum shall be paid and received as liquidated damages. Such liability is herein set forth as liquidated damages and not as a penalty, and this liability shall be exhaustive, complete and exclusive.**

Section 5. Dispute(s)

Any legal action, including the arbitration proceeding more specifically described above, including, but not limited to, those proceedings involving claims sounding in tort or court, against BWHI, or its officers, agents or employees, must be brought within one (1) year from 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.

It is further agreed that 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 Agreement 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 there under shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. If any portion of this Agreement is found to be invalid or unenforceable by the arbitrator, or any court, the remaining terms shall remain in force between the parties. It is agreed and understood that the arbitrator, in rendering any decision, is to apply the laws of the State of Florida. **Client understands and agrees that in any such arbitration, all of the limitations of liability provisions of this agreement shall apply.** It is also further agreed that BWHI shall not be held liable and shall be held harmless for any repairs or modifications to areas of concern identified during the Inspection or in the Inspection Report.

Section 6. Entire Agreement

This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

BY AFFIXING MY SIGNATURE BELOW, I CONFIRM THAT I HAVE HAD AN OPPORTUNITY TO READ THIS AGREEMENT, CONSULT WITH AN ATTORNEY, AND THAT I UNDERSTAND AND AGREE THE TERMS SET FORTH ABOVE.

CLIENT(S):

BLACKWATER HOME INSPECTIONS LLC

Signature Date

By: _____
Jonathan M. Drymon, Inspector Date
Lic. No. HI12065

Printed Name:

Signature Date

**Upon Completion of this Form please:
Email to blackwaterhomeinspections@gmail.com**

Printed Name: