

INSPECTION AGREEMENT

Mark Griffith, Inspector, hereinafter referred to as MGI and the client agrees to the following:

1. **Purpose of the Inspection** – MGI agrees to conduct a limited visual inspection of the residential structure at the following address:

And to provide the Client with a written opinion as to the apparent general condition of the structure's components and systems, including the identification of observable deficiencies in a manner consistent with the standards of the Florida Association of Building Inspectors. A copy of these standards will be provided to the Client upon request. The inspection only includes those systems and components expressly and specifically identified in the inspection report. This report is based solely on what is visible and accessible at the time of the inspection. Areas of the structure that are inaccessible, enclosed, areas concealed by wall or floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate moving, removing, or defacing any part of the structure are excluded. The Inspector is not required to move furniture, personal goods or equipment that may impede access or limit visibility. The home inspection report is an "opinion" of MGI. Our interpretation of what is good or fair may be different than yours. You are encouraged to be present at the time of your inspection so we will both have an understanding of each other's perception. The client accepts responsibility for incomplete information if the Client did not attend the inspection. Our purpose is to determine whether or not a system or component (electrical, heating, visible structure, etc.) is functioning in a manner for which it was intended. We are not responsible for determining all that may be wrong with that system or component, only whether or not a second opinion is needed such as a licensed electrician, or air conditioning contractor, or any specialist for that field or trade. They determine what steps are necessary to correct the problem. Their troubleshooting may reveal additional items not mentioned in this report. Any item in this report may need additional inspections by other qualified specialists. It is up to the Client, who is the person that signs this contract, to seek qualified to investigate further any item or component that that is commented on in the inspection report before closing. This inspection is to reduce the risk of finding a potential problem, not eliminate that risk. We are not a home warranty company nor do we carry insurance on warranty claims. The limited liability of the inspector and MGI and the inspection report to the client, spouse, executors or heirs or administrators are limited to a refund of the fee paid for the inspection and report. An opinion of quality, longevity, workmanship, design, or code compliance of the system, component or item is beyond the scope of this inspection. **This inspection report is furnished on an**

opinion basis only. No warranty or guarantee is expressed or implied. The Client understands the inspection and inspection report do not constitute a guarantee of warranty of merchantability or fitness for a particular purpose, expressed or implied, nor is it a substitute for real estate transfer disclosures which may be required by law.

2. **Use of Report** – Client understands that the inspection and the inspection report are performed for their sole, confidential, and exclusive use. The Client agrees that they will not transfer or disclose any part of the inspection report to any other person with the following exceptions ONLY: The Seller, the Seller's real estate agent, and/or attorney. Client agrees to indemnify, defend, and hold harmless MGI from any third party claims relating to this inspection or inspection report.
3. **Estimated Repair Costs** – Client agrees that estimates for repair costs are to be used ONLY as a guide and are ONLY ESTIMATES based on rates local contractors may charge. **Actual repair costs should be obtained prior to closing from licensed contractors specializing in that particular area noted in the inspection report.**
4. **The Report** – to be prepared by MGI shall be considered the final and exclusive findings of MGI of the structure. Client understands and agrees that they will not rely on any oral statements made by the inspector prior to the issuance of the report. Client also understands and agrees that MGI reserves the right to modify and amend the inspection report for a period of time not to exceed 48 hours after the inspection report was delivered to the Client.
5. **Notice of Claim** – The Client agrees to notify MGI by telephone or in writing of any items in question and allow MGI access to the property to evaluate those items before any corrective action is taken. The Client agrees and understands that any repairs or corrective action taken without consultation with MGI relieves MGI of any and all requirements to act and/or liability. Any controversy or claim arising out of, relating to, or in connection with this Contract, or the breach hereof, shall be settled in accordance with the construction industry arbitration rules of the American Arbitration Association. Any judgment of award, rendered by the arbitrator, including reasonable attorney's fees and costs shall be awarded to the prevailing party in any dispute arising under the terms and conditions of this Contract. In the event that MGI are found liable due to Breach of Contract, all parties agree that the arbitrator shall be entitled to grant such award. In the event that MGI is found liable due to Breach of Contract, Breach of Warranty, negligence, negligent misrepresentation, or any other theory of liability, then the liability of MGI and its agents and employees shall be limited to a sum equal to the amount of the fee paid by the client for the inspection and inspection report.
6. **Inspection Fees and Liability Limits** - It is understood and agreed by and between the parties hereto that MGI and its officers, agents, and employees' LIMITATION OF LIABILITY for errors and omissions in the inspection report is limited and fixed to a refund of the fee paid for the inspection

and the inspection report. The Client understands that an inspection and inspection report without this Limitation of Liability is recommended by MGI and should include an inspection of the property by, but limited to, the following specialists: Roof, Electrical, HVAC, Plumbing, Foundation, Pool Contractors, Structural Engineers, Seawall Contractors, in addition to the inspection. The fee for this extensive inspection will be at least five times the amount quoted and is available upon request. Client understands that no inspection includes any form of destructive examination, testing, or dismantling.

7. **Agreement** - Client understand and agrees that if they are not present at the time of the inspection or for any reason did not sign this agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by the Client and/or payment thereof therefore will constitute acceptance of the terms of this agreement. Should any portion of this agreement be invalid or unenforceable by any court or arbitrator, the remaining terms will remain in force between the parties. If this is joint purchase, the person who signs this agreement is determined to have actual authority to sign for all parties and all parties are bound by this agreement.

SCOPE OF INSPECTION

This inspection is being performed by a State licensed Certified General Contractor. Items found in serviceable condition will also feature a certain amount of wear and tear which is typical for its age and type. There is an average life expectancy for all components of a home. Please refer to the attached "Average Life Expectancies and Replacement Costs" of this inspection report and compare the age of each item on your inspection report to those on the same attachment.

This inspection report will include the following:

- Structural Condition/Foundation
- Electrical, Plumbing, Air Conditioning Systems
- Appliances and Water Heater
- Attic Ventilation and Insulation
- All Ceilings, Walls, Doors, and Windows
- Roof, Drainage, Grading
- Pool, Spa, Lawn Sprinkler System
- Quality, Conditions, and Estimated Costs to Repair

Items specifically excluded are:

- Lawn and shrubs
- Fences and detached buildings other than garages
- Docks, boat lifts, and anything electrical related to these items
- Water conditioners and purifiers

- Septic Systems
- Appliance timers and self-cleaning systems
- Gas leaks
- Low voltage systems (security, TV, intercoms, telephones, landscape lighting)
- Automatic pool sweeps, pool heaters, and pool leaks
- Buried or concealed items
- Items that are turned off or shut down
- Any cosmetic or other items that is easily evaluated by the Client

Soil conditions, geological stability, and/or engineering analysis are beyond the scope and purpose of this inspection. Determining the presence or absence of Radon, safety glass, lead paint, asbestos, mold or and hazardous substance, including but not limited to toxins, carcinogens, noises, contaminates in the soil, water and air, code or zoning violations, permit search, systems or component installations and gas appliances are beyond the scope and purpose of this inspection. The inspector is not required to move furniture, area rugs, personal goods or equipment which may impede access or limit visibility. This inspection will be of readily accessible areas and is limited to visual observation only.

The Client has read and fully understands the Inspection Agreement and the Scope of Inspections and agrees to the terms and conditions. The Client also agrees and understands that the maximum liability incurred by Mark Griffith LLC and Mark Griffith serving as Inspector, and employees for errors and emissions in the inspections shall be limited to the amount of fee paid for the inspection.

INSPECTION ORDER

Call Mark to obtain a quote and order your Home Inspection. He will then send you this document to serve as the contract for services.

Your Home Inspection is based on features and size of the property _____

(Single Family starts at \$250; Townhouse/Villa \$200; Condo \$200)

Four Point Inspection* \$100 as part of a home inspection or \$125 _____

(A four point inspection is required for homes 30 years and older)

Wind Mitigation Inspection* \$100 with a home inspection or \$125 _____

(A wind mitigation inspection is required to windstorm discounts)

| | |
|--|-------|
| Chinese Drywall pre-inspection* \$100 or \$125 | _____ |
| (Consult you Realtor) | |
| Mold Screening – Call for pricing | _____ |
| TOTAL | _____ |

PAYMENT OPTIONS

For your convenience Mark Griffith, Inspector accepts Cash, Check, Visa, or MasterCard. Be advised that the inspection must be paid before anyone can view, print, and/or forward in any way. It is highly recommended that you use a credit card and pay for the inspection after you complete and send the Inspection Agreement and you can do that using the website. You may bring your payment to the inspection in the form of Cash, Personal Check. If there is a balance due, you will be prompted to pay the remaining amount owed before you can obtain your inspection report.

CLIENT INSPECTION ACCESS DIRECTIONS

As the Client, you determine who gets your report and how they get your report. Please select provide the following directions. Please circle Yes or No:

- | | | |
|--|-----|----|
| 1. Do you want your Realtor to be E-Mailed the report? | YES | NO |
| 2. Do you want the Seller’s Realtor to be E-Mailed the report? | YES | NO |

MAKE SURE MARK GRIFFITH IS SENT THIS AGREEMENT

THE AGREEMENT MUST BE FULLY FILLED OUT, MUST BE ATTACHED TO AN E-MAIL, AND SENT TO MARK@MGINSPECTOR.COM WHICH CAN BE FACILITATED BY YOUR REALTOR OR IT CAN BE BROUGHT TO YOUR INSPECTION PRIOR TO YOUR INSPECTION.

Instructions in filling out this Inspection Agreement are as follows:

- Page 1 – Read, Fill in the address in the space provided at the top and initial page at the bottom.
- Page 2 - Read and initial page at the bottom
- Page 3 – Read and initial page at the bottom

- Page 4 - Select “if and how” the Realtor and the Seller will receive the report
Then legibly print your name and sign and date the agreement.

Client _____
Print name

Client _____
Signature Date

Mark Griffith, Inspector CGCO038399, HI6814

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