

## INSPECTION AGREEMENT & LIMITED LIABILITY CONTRACT

THIS AGREEMENT is made and entered into by and between Gulf Coast Property Inspections LLC, hereby referred to as “*Inspector*” and CLIENT, hereby referred to as “*Client*”. If Client is married, or representing a spouse, Client represents this obligation is a family obligation incurred in the interest of the family.

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. SCOPE of the INSPECTION - The Inspector will perform a limited visual Inspection, in compliance with generally accepted standard and adhere to a professional code of ethics, and prepare a written report of the apparent condition of the readily accessible installed systems and components of the identified property existing at the time of the Inspection. All latent and concealed defects and deficiencies are excluded from this report. The Client agrees to assume all risk for all conditions, not visible or concealed, at the time of Inspection.
2. INSPECTION EXCLUSIONS - Any area which is inaccessible due to soil, walls, floor, carpets, ceilings, furnishings, personal property, debris or other obstructions. The Inspector is NOT required to move any of these items which may impede visibility.
3. The Inspection does not include destructive testing or dismantling of any building component.
4. The following systems are excluded from the limited visual Inspection, whether or not they are concealed:  
Code or zoning violations; building appraisals; cost estimates or permits; building ordinances  
Site surveys or assessments  
Recreational facilities and appliances; playground equipment; docks; pools & spas; hot tubs; saunas  
Private water/well systems; private septic/sewerage systems; underground drainage systems  
Geological stability or soil condition; trees or shrubbery  
Structural stability of any structure included in report; structural analysis  
Condition of detached buildings (other than garage); retaining walls; fencing  
Water treatment systems; solar systems; humidifiers; central vacuum systems  
Fire and security systems, including wiring, which is not part of primary electrical distribution system  
Furnace or boiler heat exchangers; portable air conditions; free-standing appliances, sprinkler systems  
Lawn sprinkler systems; satellite dish components; antennae; telephone & TV systems  
Radio controlled devices including gates, lifts elevators; thermostatic or time clock controls  
Personal property; wall, window, or floor coverings; items of a decorative or cosmetic nature  
Odors or noises emitting from concealed surfaces  
The presence or absence of asbestos, radon, lead, water or air quality; toxic or flammable materials; radiation; or any other environmental hazard  
Termites, ants, and material destroying rodents; other pests or wood destroying organisms; dry-rot; mold or mildew  
Specific items noted as expressly excluded in the Inspection report  
The adequacy or efficiency of any system, item, or building component  
A prediction of life expectancy of any system, item, or building component  
  
Any general comments made about the condition of these systems, items and components, as part of this report, are considered informal in nature and DOES NOT represent an Inspection.
5. Gulf Coast Property Inspections LLC in the course and conduct of its visual Inspection may be presented with, or obtain, certain reports, disclosures, test results or other information relative to the Inspection from the Client(s), real estate agents, seller, laboratories or other third party information. Gulf Coast Property Inspections LLC shall not be held liable or responsible for the truth and accuracy of such third party information, and to the extent that they relied on such information in its Inspection, it shall not be held liable for inaccuracies or errors resulting from reliance on such information.
6. WRITTEN REPORT - A written Inspection report will be provided to Client within ninety-six (96) hours of actual Inspection completion, either by email transmission or hard copy, to the designated location specified by

the Client. The Client acknowledges that the Inspector is a general inspection consultant and not acting in any capacity as a licensed engineer, or expert in any trade. The report is a visual summation of observations made by the Inspector, based on the age of components and systems, and on their normal wear and tear. If any condition identified in the report requires repair, or third party consultation with a licensed engineer or trades person, the Client must do so at Client's sole discretion and expense. By signing this agreement, Client agrees to read the entire report.

7. **WARRANTY DISCLAIMER - The Client acknowledges that the report is in no way to be considered a written warranty, guarantee, insurance policy, or substitute for any legally required real estate transfer disclosures.**
8. **CONFIDENTIALITY** - The Inspection and written report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against, Gulf Coast Property Inspections LLC, its employees or agents, arising out of the services performed by the Inspector under this Agreement, the Client agrees to indemnify, defend, and hold harmless Gulf Coast Property Inspections LLC from any and all damages, expenses, costs and attorney's fees arising from such a claim.  
  
Gulf Coast Property Inspections LLC will, when the Inspector considers a condition an immediate health or safety hazard, disclose that condition to the seller, or seller's agent, and notify the Client of the disclosure.
9. **VALUE DISCLAIMER** - The Inspection will not include an appraisal of the property's value, or a market survey.
10. **CODE DISCLAIMER** - The written report is not a compliance Inspection or certification for past or present governmental codes and regulations of any kind.
11. **DISPUTES** - In the event of a claim by the Client that an installed system or component of the property which was inspected by Gulf Coast Property Inspections LLC, was not in the condition reported by the Inspector, the Client agrees to notify Gulf Coast Property Inspections LLC, at least seventy-two (72) hours prior to repairing such system or component, except for conditions requiring emergency repairs, and shall not make any repairs, alterations or modifications to claimed discrepancy prior to re-Inspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question. The Client further agrees that Gulf Coast Property Inspections LLC, is liable only if there has been complete failure to follow the standards adhered to in the report, or State law. Any claims, including legal action and/or arbitration arising from this Inspection against Gulf Coast Property Inspections LLC, must be brought within one year from the date of Inspection. Failure to do so by the Client shall constitute a full and complete waiver of any rights, actions or causes that may have arisen there from.
12. **LIMITATION on LIABILITY** - Gulf Coast Property Inspections LLC's liability for mistakes, or omissions in this Inspection report is limited to a refund of the fee paid for this report. The liability of the Inspector's principals, agents, or employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind resulting from mistakes or omissions in this report. The liability limitation is binding on the Client, and their assigns, or anyone else who may otherwise make claim through the Client. The Client agrees to immediately accept a refund of the fees as full settlement of any and all claims that may arise from this Inspection.
13. **PAYMENT** - Payment in full, as indicated below, is due upon completion of the on-site Inspection.
14. **MODIFICATIONS** - This agreement represents the entire Agreement between Gulf Coast Property Inspections LLC, and the Client. No change, modification shall be enforceable against either party unless such change or modification was made in writing, and agreed to in writing by all parties. This Agreement shall be binding and enforceable by the parties, their heirs, executors, administrators, successors and assigns.
15. **RE-INSPECTION** - If re-Inspection of conditions following correction is requested, that service will be at an

hourly rate, including travel time, and billed separately. In all other respects, this Agreement will remain in force for re-Inspection of any or all parts of the property identified.

16. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation 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 first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof. NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION.

**Client has read this entire Agreement and understand that with this acknowledgment, hereby agrees to the entire contract and the terms and conditions set forth within.**

Inspection Report sent to: \_\_\_\_\_

Report Fees: \_\_\_\_\_

**Inspection Fee:** \_\_\_\_\_

**Fees:** \_\_\_\_\_

**Total: \$** \_\_\_\_\_

***Payable to: Gulf Coast Property Inspections LLC***

Client Name: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Inspection Address: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_