

INSPECTION AGREEMENT

This agreement is by and between **HAWK I HOME INSPECTIONS, L.L.C.** hereinafter called "**INSPECTOR**" and _____ hereinafter called "**CLIENT.**" The client hereby authorizes the inspector to perform a limited visual inspection, within the scope set forth in this agreement, under the following terms and conditions. A limited visual inspection is also known as a standard inspection.

At the following location: _____

A. THE INSPECTOR will provide the client with a Standard Inspection based on the inspector's judgment of conditions at the time of the inspection. Due to the complexity of the elements of the premises and the hundreds of value judgments made by the inspector in a limited time, it is possible that inspector error could occur. The Inspector follows, at a minimum, the Standards of Practice and Code of Ethics of the American Society of Home Inspectors. A copy of which can be made available upon request.

B. SEVERABILITY. The Client and the Inspector agree that should a Court of Competent Jurisdiction determine that any portion of this agreement is unenforceable, the remaining provisions and portions of this agreement shall remain in full force and effect.

C. STANDARD ARBITRATION CLAUSE. Any controversy or claim arising out of or relating to this agreement shall, at the discretion of the inspector, be settled by refund of the cost of the inspection or by arbitration in accordance with the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Client agrees to notify the Inspector by telephone and in writing of any items in question and to allow the Inspector access to the property to evaluate said items **BEFORE** any corrective action is taken. The Client agrees and understands that any repairs or corrective action without consultation with the Inspector relieves the Inspector of any and all liability.

D. The Inspector will inspect and report only on visible and readily accessible Major elements of the building proper. Systems and their components that are inaccessible or are concealed at the time of the inspection (i.e. walls, floor coverings, slabs, furniture, low crawl space, inadequate clearances or access, etc.) cannot be adequately inspected and accurately judged. The Inspector will determine Accessibility and Adequacy. Out of respect for the present owners, the inspector will not perform any dismantling or destructive tests during the inspection. Further, it is understood that this inspection does not cover functional design evaluation, water, air, or soil analysis. The inspector will visually inspect the area above the exterior plumbing systems (i.e. septic, well, water, & sewer lines) for readily observable signs of current malfunction or failure. However, since these components are concealed below ground, no conclusive judgment will be made. Kitchen Appliances that are installed at the time of the inspection will be checked for operability **ONLY** and upon request **ONLY**.

E. EXCLUSIONS to this agreement are: wall/window air conditioner units, humidifiers, dehumidifiers, septic systems. All appliances and/or systems and/or components that are moveable/portable. Playground Equipment. Sprinkler systems, wells for such systems. Central entertainment or communications systems. All perimeter or decorative fencing, security systems, detached buildings. Storm awnings or protective shutters. Any fiberglass, aluminum, or other types of manufactured, non-permanent roofing material. Cable and telephone components, pool cleaning equipment, etc. Mold or Mildew growth/infestation of any kind. If an excluded item is in doubt, it will be inspected at the discretion of the inspector or upon prior agreement between the client and inspector.

ATTORNEY'S FEES: If I make a claim against the Inspector for any alleged error, omission or other act arising out of this work and fail to prove such claim, I will pay all attorney's fees, arbitrator's fees, legal expenses and costs incurred by the Inspector in defense of the claim.

F. The venue for any proceedings that would arise out of this agreement will be in Lake County, Florida.

G. The Inspector encourages the client to attend the inspection, to participate in the evaluation process and to discuss the condition of the various elements, their expected life spans, the likelihood of future repairs, and the extent of any noted deficiencies. The report alone without this valuable personal involvement does not provide the same depth of information.

H. The Inspector limits the maximum liability due to dissatisfaction to the cost of the System or Standard Inspection, whichever applies. (See I Below) The inspector assumes no responsibility for the cost of repairing or replacing any unreported defects or conditions. The inspection and the report are performed and prepared for the sole, confidential use and distribution of the Client. The Report and Contents are the property of the inspector. The inspector assumes **NO** responsibility or liability to any third parties in connection with the inspection or report. The report is non-transferable. The client agrees to indemnify and hold harmless the inspector for all costs; expenses and legal fees incurred and arising out of any legal proceedings brought by ANY third party who claims he/she filed on representations made in this inspection and was damaged thereby.

I. THE FEE for this limited inspection is _____, which is due in full upon completion of the physical inspection. If other arrangements are to be made, please note them here. **FULL PAYMENT IS DUE UPON COMPLETION OF PHYSICAL INSPECTION.**

- 1 Standard Inspection.....\$_____ (Based on 2,000. Sq. Ft. under roof)
- 2 Pool and Spa.....\$_____
- 3 Manufactured home.....\$_____

I agree to the terms of this agreement. I have read and understand all parameters and ramifications of this agreement.

I am signing with that understanding.

One signature binds spouses, et als, etc.

Client: _____

_____ Date

Inspector: Denny Vogt

_____ Date