



P.O. Box 1180 · Nokomis, FL 34274
(941) 484-8789 · FAX (941) 492-3636

Please read and return a signed copy with payment.

INSPECTION AGREEMENT

Customer Name: _____

Mailing Address: _____

Subject Property Address: _____

1. Scope of Inspection:

American Inspection Services agrees to provide a visual inspection of the subject property. The purpose of the inspection is to inform the customer of major deficiencies and/or defects that may significantly affect the value of the subject property.

Customer understands that the scope of the inspection is limited to the visual observation of the condition of the readily accessible areas of the structure, permanently attached appliance systems and components. The inspection is limited to conditions existing at the time of the inspection. The inspection performed is not intended to substitute for a Seller's Disclosure Statement. No invasive procedures are utilized in the inspection. We strive to add significantly to your knowledge of the property WITHIN THE SCOPE OF THE INSPECTION. The report you will receive is a professional home inspector's opinion, based on a limited time and visual inspection. Without dismantling the improvements there are limitations to the visual inspection. Therefore, it should be understood that we can reduce the risk of purchasing, however we cannot eliminate it nor can we assume it.

THE INSPECTOR IS NOT REQUIRED TO MOVE FURNITURE, CARPETING, INSULATION, OR OTHER MATERIALS OR BELONGINGS THAT MAY IMPEDE ACCESS OR VISIBILITY IN ORDER TO PERFORM THE INSPECTION. THE INSPECTION DOES NOT COVER ITEMS OR CONDITIONS THAT MAY BE DISCOVERED ONLY BY INVASIVE METHODS. NO REMOVAL OF MATERIALS OR DISMANTLING OR SYSTEMS SHALL BE PERFORMED.

2. Inspection Standards:

The inspection report will express only the personal opinion of the inspector who conducted the inspection. American Inspection Services is not responsible for any condition affecting any system or component subsequent to the inspection or is intermittent and not detectable during the inspection. The inspection report is based on the standards of the American Society of Home Inspectors (ASHI). A copy of these standards may be obtained from the American Inspection Services.

3. Exclusions:

Excluded from the inspection are the following: information pertaining to manufacturer's recalls of any component, detached building or equipment, low voltage systems, swimming pool, saunas, spa, whirlpool, and hot tub systems, electrostatic precipitators and electronic air cleaners or filters, septic systems, and component or system which is underground, private water systems or equipment, wells and well pumps, cisterns, fountains, water quality or volume, water conditioning systems, central vacuum systems, landscaping, irrigation systems, active and passive solar systems, soil or soil contaminates, security systems, and any inspection or testing for any toxic or dangerous substances including asbestos, lead or gases, radon and formaldehyde, other than gases typically used as fuel for home heating systems, or any other systems or item not included in the Inspection Report.

The inspection shall not report, disclose, evaluate or determine the functional efficiency, operation capacity, design flaw, quality or suitability for a particular use of any item inspected. The inspection is not a certification for past or present compliance with governmental codes and regulations.

4. The following is NOT within the scope of the inspection: The report opinion is not a defect inventory nor a repair list.

- a) Building code or zoning ordinance violations
b) Structural integrity
c) Geological stability
d) System design problems, functional adequacy, operational capacity quality or suitability for a particular use of items inspected. Including EIFS (synthetic stucco systems)

- e) Termites, wood destroying insects and dry rot
f) Engineering, scientific or specialized technician tests or readings or evaluations
g) Fireplace draft
h) Asbestos, radon, or other environmental hazards
i) Cosmetic items such as minor scratches, scrapes, dents, cracks, stains, soiled or faded surfaces
j) Home warranties, system warranties, and component warranties
k) Air quality, mold, mildew, water quality

Inspection by invasive means and reports covering items (a) through (k) above, are available through this inspection service under separate direction and contract.

5. Liability:

American Inspection Service has NO liability for latent defects. This includes, but is not limited to, latent defects that cannot be observed through normal inspection or can be determined by normal equipment operation. It is specifically agreed and understood that: MECHANICAL DEVICES AND STRUCTURAL COMPONENTS MAY BE FUNCTIONAL AT THE TIME OF THE INSPECTION AND LATER MALFUNCTION; THEREFORE, THE COMPANY'S LIABILITY IS SPECIFICALLY LIMITED TO THOSE SITUATION WHERE IT CAN BE CONCLUSIVELY ESTABLISHED THAT THE MECHANICAL DEVICE OR STRUCTURAL COMPONENT INSPECTED WAS INOPERABLE OR IN IMMEDIATE NEED OF REPAIR OR NOT PERFORMING THE FUNCTION OF WHICH IT WAS INTENDED AT THE TIME OF THE INSPECTION; AND THAT THE INSPECTOR WAS NEGLIGENT IN NOT REPORTING, THUS LEGALLY CAUSING A SPECIFIC LOSS TO THE CLIENT. ANY AND ALL CLAIMS ARE EXPRESSLY LIMITED TO THE PAID INSPECTION FEE AMOUNT.

6: Not a Warranty:

THIS REPORT IS NOT A WARRANTY. THIS INSPECTION SERVICE ONLY WARRANTS THAT ITS INSPECTION SERVICES WILL BE PERFORMED IN ACCORDANCE WITH THE SCOPE OF THIS AGREEMENT AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE OF THE NATIONAL ASSOCIATION OF HOME INSPECTORS AND THE AMERICAN SOCIETY OF HOME INSPECTORS ONLY. THIS IS A LIMITED AND NON-TRANSFERABLE WARRANTY AND IS THE ONLY WARRANTY GIVEN BY AMERICAN INSPECTION SERVICES. ANY AND ALL CLAIMS ARE EXPRESSLY LIMITED TO THE PAID INSPECTION FEE AMOUNT. American Inspection Services makes and customer received no other warranty expressed or implied. All other warranties, including warranties of merchantability and fitness for a particular purpose, are expressly excluded. This stated express warranty is in lieu of all liabilities or obligations of inspection service for damages arising out of or in connection with the performance of the inspection and any delivery and use of any reliance on the inspection report. Customer waives any claim for consequential, exemplary or incidental damages, even if American Inspection Services have been advised of the possibility of such damages.

7. FEE: Due upon receipt of report.

Customer Signature _____

Date _____

I HAVE READ AND ACCEPTED THE ABOVE LIMITATIONS

Inspector Signature John Mykhovych, president

Date _____

PLEASE NOTE: Insurance carrier refuses any and all claims without this signed agreement copy returned.