

INSPECTION AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT
PLEASE READ IT CAREFULLY

1. Client requests a visual inspection of the structure identified at the above address by Pelican Property Inspections, Inc., hereinafter collectively referred to as the "Company" and Client hereby represents and warrants that all approvals necessary have been secured for the Company's entrance on to the property.
2. Client warrants that: (a) Client has read this Agreement carefully, (b) Client understands the Client is bound by all the terms of this Agreement, and (c) Client will read the entire Inspection Report when received and promptly call the Company with any questions the Client may have.
3. Client understands that the inspection and Inspection Report are performed and prepared for Client's sole, confidential and exclusive use. In the event that anyone or any entity claims damages as a result of the reliance upon the inspection report, and seeks recompense for said damages from the company, the client agrees to indemnify, defend and hold harmless company from any claim from any third party relating to this inspection report, including, but not limited to, any claims caused by the alleged negligence, breach of contract, fraud, misrepresentation, or any other theory of liability of the company.
4. Company agrees to perform a limited visual inspection of the structure at the above address 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 be performed in a manner consistent with the Standards of Practice of the State of Florida for Home Inspectors. A copy of these standards is provided to the Client as part of the Inspection Report and is available at www.pelicaninspections.com
5. The inspection only includes those systems and components expressly and specifically identified in the inspection report. 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 State of Florida for Home Inspectors and/or by agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. In addition to the other LIMITATIONS provisions in this Agreement, Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exist in any area excluded from Inspection by the terms of this agreement. Maintenance and other items may be discussed but will NOT form a part of the inspection report. The following areas/items, systems and components are among those not included in the inspection:

mold/mildew/fungus and/or the structural, physical or health related issues associated with and/or resulting from mold, mildew and fungus, sick building syndrome or other environmental or health hazards/ code or 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, rodents or other pests, dry rot or fungus or the damage from or relating to the preceding/ asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, pcb's or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites, saunas/ steam baths/ fountains or other types of/or related systems or components/ water softeners or purifiers/ private water/well or sewage systems/ seawalls, 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 exchangers/ solar heating systems/ heat pump recovery units/ gas appliances such as fire pits, barbeques, heaters, lamps/ main gas shut off valve/ gas leaks/. seismic or hurricane safety/ flood zone determination/ previous flood history/ boundaries/ easements 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 and noise or any adverse condition that may affect the desirability of the property/ proximity of railroad tracks or airplane routes/ unique or technically complex systems or components.

If inspection is desired of any of the areas/items, systems or components listed above, then Client shall contact the appropriate professionals.

6. **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 SUITABLE FOR ANY REAL ESTATE TRANSFER DISCLOSURES WHICH MAY BE REQUIRED BY LAW.**
7. The written report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure. Client understands and agrees that Client will not rely on any oral statements made by the inspector prior or subsequent to the issuance of the written Inspection Report. Client further understands and agrees Company reserves the right to modify the inspection report for a period of time that shall not exceed two business days after the inspection report has first been delivered to the Client.
8. It is agreed that the Company, its employees, officers, owners, and heirs, are not in anyway insurers of the property inspected and that payments for the inspection services provided herein are based solely upon the value of those services, and it is not the intention of the parties that the Company assume responsibility: (1) for any loss occasioned by malfeasance or misfeasance in the performance of the services under this Agreement, (2) for any loss or damage sustained through burglary, theft, robbery, fire or other cause, or (3) for any liability on the part of the Company 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 the Company by virtue of this Agreement, or because of the relationship hereby established, whether due to the negligence, omission, breach of contract, misrepresentation of the Company or otherwise, such liability is, and shall be limited to, a sum equal to the price charged for the 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 complete and exclusive. **THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND ANY SUCH WARRANTY IS SPECIFICALLY EXCLUDED AND DISCLAIMED.**

9. It is 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 contract 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 thereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. CLIENT UNDERSTANDS AND AGREES THAT IN ANY SUCH ARBITRATION, ALL OF THE LIMITATIONS OF LIABILITY PROVISIONS OF THIS AGREEMENT SHALL APPLY.
10. Any legal action, including the arbitration proceeding more specifically described above, including, but not limited to, those proceedings involving claims sounding in tort or contract, against the Company, 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 agreed and understood that the arbitrator, in rendering any decision above, is to apply the laws of the State of Florida.
11. **Client understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement that this Agreement will form a part of the Inspection Report and acceptance of the Inspection Report by the Client shall and payment therefore constitute acceptance of the terms and conditions of this Agreement.**
12. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.
13. 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.

If you have any questions regarding the Inspection Agreement, please contact our office immediately at 727.556.0542.