



Padilla
Home Inspections and
Handyman Services, LLC

HOME INSPECTION AGREEMENT

This Agreement (“Agreement”) is made and entered into this _____ day of _____, 20_____, by and between Padilla Home Inspections and Handyman Services, LLC (“Inspector”) and _____ (“Client” whether singular or plural).

RECITALS

WHEREAS, Client desires a visual home inspection of a residence located at _____ (“Property”).

WHEREAS, Inspector is engaged in the business of performing professional visual home inspections.

NOW THEREFORE, in consideration of the mutual promises contained herein, Client and Inspector agree as follows:

1. **PAYMENT BY CLIENT**: Client shall pay Inspector the sum of \$ _____ for the visual home inspection to be performed pursuant to this Agreement. Payment is due and owing immediately upon completion of the inspection.
2. **SCOPE OF INSPECTION**: The home inspection to be performed by Inspector is intended to assist the Client in evaluating the overall general condition of the Property on the specific date and time of the inspection. The Inspector’s findings are based on a visual, non-destructive inspection of the Property. The Client agrees that items, systems and components to be additionally included or omitted from the report will be determined solely by the inspector performing the inspection and agreed in writing. Inspector will prepare a written report containing Inspector’s findings.

The visual inspection of the Property includes an inspection of open, accessible and apparent building components that are specifically identified in Inspector’s report. Latent and concealed defects are excluded from the inspection. Inspector shall not alter, build, repair, maintain and/or service any building component that falls within the scope of this Agreement. Upon the delivery of the Inspector’s report to the Client, Inspector shall have fully and completely discharged Inspector’s duties and obligations pursuant to this Agreement.

3. **RE-INSPECTION OF PROPERTY**: The Client agrees to allow Inspector access to re-inspect any claimed discrepancy prior to any corrective or destructive work being performed. Failure to timely notify Inspector of any claimed discrepancy shall constitute a waiver of any and all claims arising out of such discrepancy.
4. **ACCESS TO PROPERTY**: The Client agrees that all necessary arrangements will be made with Inspector to enter and inspect the Property. Access to the Property shall include, but is not limited to, the roof, attic, the complete interior of the building, closets, and garages. Any areas of the Property that the Client desires to exclude from Inspector’s access shall be specifically listed, in writing, by the Client prior to the inspection.
5. **EXCLUSIONS**: Systems, items and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; wood destroying organisms; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; heating systems accessories; solar heating; heat exchangers; sprinkling systems; water softener; central vacuum systems, telephone, intercom or cable television systems; antennae, lightning arrestors, trees or plants; governing codes, ordinances, statutes and covenants and manufacturer specifications, recalls, EIFS (Exterior Insulation and Finish Systems). Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions of the written report are informal only and do not represent an inspection.
6. **DISCLAIMER OF WARRANTIES**: The Client agrees that Inspector is not an insurer or guarantor against defects in structure, items, components or systems inspected. Inspector makes no warranty, express or implied, as to the fitness for use, condition, performance or adequacy of any inspected structure, item, component or system.

7. **LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES:** The Client agrees that Inspector's liability for errors and/or omissions or for negligent performance or non-performance of its obligations under this Agreement shall be limited to a full refund of the fee paid for the inspection, as stated in Section 1 above. The Client agrees to assume all risk of loss which exceeds the fee paid for the visual inspection and the report. The Client agrees to hold Inspector, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' fees and expenses incident thereto for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement, unless caused by gross negligence or willful misconduct of Inspector, its officers, agents or employees.

8. **ENTIRE AGREEMENT:** The execution and delivery of this Agreement by Inspector and Client has not been induced by any representations, statements, warranties, or agreements other than those expressed herein.

This Agreement supersedes and cancels all agreements of a prior date between the parties hereto, relating to the subject matter hereof, and constitutes the entire agreement between the parties.

9. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision (whether State of Florida or any other jurisdiction) that would cause the applications of the laws of any jurisdiction other than the State of Florida. Any proceedings arising between the parties hereto in any manner pertaining or relating to this Agreement or relationship of the parties created hereunder shall be held in Orange County, Florida.

10. **THIRD PARTY BENEFICIARIES:** Client and Inspector agree that Inspector's report is intended for the sole use and benefit of the Client. Client and Inspector agree that there are no third party beneficiaries to this Agreement.

11. **DISPUTE RESOLUTION:** The parties agree that any litigation arising out of this Agreement shall be filed only in the court having jurisdiction in Orange County, Florida. In the event that the Client fails to prove any adverse claims against Inspector in a court of law, Client agrees to pay all legal costs, expenses and fees of Inspector in defending said claims, including attorneys' fees. The Client further agrees to pay all of Inspector's legal costs, expenses and fees incurred in collecting payment under this Agreement, including Attorneys' fees.

12. **HOLD HARMLESS AGREEMENT:** CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first stated above.

Client Signature

Inspector Signature

Printed name

Printed name: Ed Padilla

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