

# JUST RIGHT HOME INSPECTIONS

7860 SW 85<sup>th</sup> Cir. Ocala, FL 34481

(814)-450-7512

## INSPECTION AGREEMENT

**JUST RIGHT HOME INSPECTIONS**, hereinafter **JRH Inspections**, agrees to conduct an inspection for the purpose of informing the **CUSTOMER** of major visual deficiencies in the condition of the property. The inspector is John R. Hall.

It is understood and agreed that this inspection will be in *readily available areas* of the building and will be *limited to visual observations* of apparent conditions existing at the time of inspection only.

The written report will include the following:

- Structural condition; crawlspaces and attics will not be entered without safe and adequate access or clearance
- Electrical, plumbing, hot water heater, heating and central air conditioning (if present)
- General interior including ceilings, walls, floors, windows, insulation and ventilation
- Kitchen and permanently installed appliances
- General exterior including roof (if accessible and visible), gutters, chimney and grading

The inspection is limited to those items which can be seen, easily accessed and/or operated by the Inspector at the time of the inspection as set out in the Inspection Report. Inspector will not remove walls, floors, wall coverings, floor coverings, furniture, and other obstructions or personal items in order to inspect concealed items. Systems and conditions which are not specifically addressed in the Inspection Report are excluded.

Attics will be entered only if readily accessible and considered safe, including structural or storage constraints. Installed shelving or other obstacles/stored items will not be removed, and sealed or closed panels requiring tools to open may not be removed. Blown-in insulation above ceiling joists will not be disturbed.

Electrical service panels must have a clearance of 30"W x 36"D for adequate access. Panels with inadequate access or over wet areas will not be inspected.

Equipment, items and systems will not be dismantled.

Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. **We disclaim all warranties, express or implied, to the fullest extent allowed by law.**

### **EXCLUSIONS:**

1. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. Maintenance and other items may be discussed as an informational courtesy to you; however, they are not part of our inspection, nor should they be construed as such.
2. **Latent and concealed defects and deficiencies are excluded from the inspection.** JRH Inspections will not be liable or responsible for conditions or damage resulting or stemming from said latent and concealed defects. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future.
3. The inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to radon gas, lead paint, mold, asbestos, urea formaldehyde, toxic or flammable chemicals and water and airborne hazards.
4. Also excluded are inspections of and reports on swimming pools, wells, septic systems, security systems, central vacuum systems, generators, water softeners, sprinkler systems, fire and safety equipment and the presence or absence of rodents, termites and other animals or insects of any kind.
5. The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Said disclosure statements should be carefully read for any material facts that may influence or affect the desirability and/or market value of the Property.

Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents representing you or the seller(s), owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever.

If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us.

**LIMITS OF LIABILITY:** The parties agree that **JRH Inspections** assumes no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage, express negligence or bodily injury of any nature including, but not limited to the negligence of the inspector.

**WAIVER/NOTICE:**

In the event of a claim against **JRH Inspections**, **CUSTOMER** agrees to supply **JRH Inspections** with the following:

- (1) written notification of adverse conditions within 7 days of property possession, in sufficient detail and with sufficient supporting documents that we can evaluate it; and
- (2) access to the premises. Customer further agrees that no repairs or alterations of the adverse condition(s) will be made before inspector has opportunity to inspect said condition(s).

**Failure to comply with the above conditions will release JRH Inspections from any and all obligations or liability of any kind, including but not limited to the negligence of the inspector.**

The inspection and report are not intended to be relied upon or used as a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of any inspected structure, items or systems. **JRH INSPECTIONS** is not an insurer of any inspected conditions.

**ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT ALLOWED BY LAW.**

**It is understood and agreed that should JRH Inspections be found liable for any loss or damages resulting from failure to perform any of its obligations including but not limited to negligence, breach of contract, or otherwise, the liability of JRH Inspections shall be limited to a sum equal to the amount of the fee paid by the CUSTOMER for the Inspection and the Report.**

**Statute of Limitation** will be one year from the date of inspection for any claim, and customer agrees to waive all claims after this period, except for breach of contract which must be brought within two years.

**LIMITS OF LITIGATION:**  
***You the Customer further agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. You agree that the exclusive venue for any legal action against JRH Inspections or itself or it's Inspector, allegedly arising out of this Agreement will be in Marion County, Florida. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim.***

Before bringing any such action, you must provide JRH Inspection with 30 days' written notice of the nature of the claim, in sufficient detail and with sufficient supporting documents that JRH Inspection can evaluate it. In any action against us or our Inspector, you waive trial by jury.

**INDEMNIFICATION:**  
**IN THE EVENT THAT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, MAKES ANY CLAIM AGAINST INSPECTOR, ITS EMPLOYEES OR AGENTS, ARISING OUT OF THE SERVICES PERFORMED BY INSPECTOR UNDER THIS AGREEMENT, THE CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS INSPECTOR FROM ANY AND ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS FEES ARISING FROM SUCH A CLAIM, INCLUDING ALL CLAIMS FROM ANY THIRD PARTY.**

**SEVERABILITY:**

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 and effect between the parties to the fullest extent possible.

All prior communications are merged into this Agreement.

Inspection fee is payable upon completion of inspection. A \$25 late fee per month will apply for any delinquent payment.

Accepted forms of payment are cash, check CASHAPP or ZELLE. VENMO and Credit cards are accepted, with a 3% added fee to cover processing fees.

Acceptance and understanding of this agreement are hereby acknowledged:

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer's Name Printed \_\_\_\_\_

The address of the property is \_\_\_\_\_