

Date of Inspection: \_\_\_\_\_ House Faces: \_\_\_\_\_ Weather: \_\_\_\_\_  
 Time of Inspection: \_\_\_\_\_ Estimated Age: \_\_\_\_\_ Temperature: \_\_\_\_\_

**Stoney home inspection (Foster and Foster, Inc.)**  
**INSPECTION AGREEMENT**  
 (Please Read Carefully)

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Stoney Home Inspection, Foster and Foster Inc. ("COMPANY"), 4654 E State Road 64, #278 Bradenton Florida 34208 and \_\_\_\_\_, ("CLIENT").

1. Address of House to Be Inspected. The house to be inspected is located at (the "Premises"):

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: Florida Zip: \_\_\_\_\_

2. Services to Be Performed. COMPANY agrees to perform the following services for CLIENT (Check All That Apply):

a. \_\_\_\_\_ Home Inspection. A limited visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the Premises (the house and one attached or detached garage) existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. Sheds, outbuildings, and other accessory structures are excluded. Installed components included in the inspection are structural system/foundation, exterior, roof system, plumbing system, electrical system, heating system, cooling system (weather permitting), interior, insulation and ventilation, fireplaces and solid fuel burning appliances (if present).

b. \_\_\_\_\_ Other Inspection. (If checked, must attach Other Inspection Rider to be effective).

CLIENT acknowledges that his/her presence at the inspection has been requested. CLIENT acknowledges that he/she has been advised of the time and date of the inspection.

3. Inspection Fee. CLIENT agrees to pay to COMPANY an inspection fee in the amount of:

Home Inspection: \$ \_\_\_\_\_

Other Inspection: \$ \_\_\_\_\_

Total Fee: \$ \_\_\_\_\_

The fee for the inspection is due upon completion of the physical inspection. Report will be released upon payment of inspection.

SEE REVERSE SIDE FOR ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first written above  
 CLIENT:

By: \_\_\_\_\_

Flynt A Foster (Stoney)  
 Home Inspector  
 License #11113761

CLIENT's initials \_\_\_\_\_ indicate agreement to allow  
 COMPANY to release a copy of the report to:

Real Estate Agent / Seller / Attorney / Other \_\_\_\_\_

4. Scope of Inspection. The scope of the inspection is strictly limited as set forth in this Agreement. The parties understand and agree that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies, including but not limited to, basement flooding, basement seepage and roof leakage, are excluded from this inspection. The parties agree that the American Society of Home Inspectors® (ASHI®) Standards of Practice, most current edition, shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. Copies of these standards are available upon request.

5. Items Not Inspected. The inspection and report exclude and do not cover those items indicated as "untested" or "not inspected" or the possible presence of or danger from any potentially harmful substances and environmental hazards including, but not limited to, the following items: asbestos; lead paint; formaldehyde; toxic and flammable materials; soil contamination; water testing; termite and pest infestation; water softener and filter system; sprinkler systems; central vacuum systems; telephone systems; intercom systems; security systems; antennas; cable television; doorbells; appliances; playground equipment; swimming pools and pool equipment; spas; energy efficiency measurements; recreational equipment; recreational facilities (boat docks and tennis courts); landscaping; underground storage tanks; underground drainage; irrigation; outdoor grills; low voltage exterior lighting; remote overhead door transmitters and receivers; concealed or underground electric and plumbing; systems which are shut down or otherwise secured; private sewer systems; water wells; chimney draft; heating system accessories; solar heating systems; zoning or other ordinances; and building code conformity. All items indicated as being excluded in the ASHI® Standards of Practice are also excluded herein. CLIENT understands that these systems and conditions and information about them are excluded from this Inspection and Report. Any general comments which may appear about these systems and conditions are provided as a courtesy only and DO NOT represent or form a part of the Inspection.

6. Third Party Liability. It is understood and agreed that the inspection and report are performed and prepared for the confidential and exclusive use and possession of CLIENT. No other person or entity may rely on the report issued pursuant to this agreement.

7. Limitation of Liability. It is understood and agreed that in the event of any claim whatsoever against COMPANY, its employees, inspectors, or other agents, whether based on contract, negligence or other tort, statute, or otherwise, in any way directly or indirectly resulting from or relating to the inspection, the report or performance or nonperformance of services by COMPANY, that, any liability of COMPANY, its employees, inspectors or other agents shall be solely and exclusively limited to the amount of the inspection fee actually paid by CLIENT.

8. Limitation of Actions. No action shall be maintained by CLIENT against COMPANY unless written notice, sent by certified mail return receipt requested, setting forth that an installed system or component of the Premises which was inspected by the Inspector was not in the condition reported by the Inspector, is delivered by CLIENT to COMPANY within ten (10) business days after the discovery of such defect becomes known to CLIENT. CLIENT agrees that, with the exception of emergency conditions, CLIENT or CLIENT'S agents, employees or independent contractors will make no alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the Inspector. Furthermore, any action must be commenced by CLIENT within one (1) year after the date of the Inspection or will be deemed waived and forever barred.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior agreements between the parties. CLIENT agrees that any representation, promise, condition, or warranty, express or implied, not included in this Agreement shall not be binding on any party.

10. Interpretations. It is mutually understood and agreed that all provisions herein are severable and that, in the event that any of them shall be held to be invalid, any competent court may modify or reform any such provisions to make it enforceable and that the remaining provisions hereof shall nevertheless be valid and binding.

11. Assignment. The rights and obligations under this Agreement may not be assigned by any of the parties hereto without the prior written consent of the other party.

12. Attorney's Fees. The prevailing party in any dispute arising out of this Agreement, the Inspection, or Report(s) shall be awarded reasonable attorney's fees and other costs.