Please read our agreement carefully. We cannot conduct your inspection without your acceptance. In accordance to Florida Statute, we strive to obtain your agreement at least 24 hours prior to the inspection. We recognize in some instances, this is not feasible and when this occurs, your acceptance constitutes a voluntary waiver of this requirement and you release our firm from any liability associated with this.

HOME INSPECTION AGREEMENT

1. The inspection will be conducted in accordance to FS Chapter 61.30.801-.811. You may view a copy of the Standard of Practice here: https://www.flrules.org/gateway/ChapterHome.asp?Chapter=61-30

2. This is a real estate inspection and it is designed to reduce some of the risks involved in purchasing a home. It is not a guarantee that all risks will be eliminated or that all defects will be identified. We do not typically report obsolescence, or normal wear and tear. Components may be functional without being optimal and the inspector does not determine if components are optimal nor can we guarantee continued performance of any component. The inspector does not offer any warranty or guarantee. If you are concerned with future repairs, please consider purchasing a home warranty. A home inspection is not designed to serve as a punch list of all possible repairs and it should never be relied upon as a basis to negotiate repairs with a Seller. If you believe the Seller would make all possible repairs or you wish to use our report as a basis to negotiate a final purchase price, you should order our Buyer’s Punch List for an additional fee.

3. We do not inspect sewage/septic systems or piping. If your home is on septic, we encourage you to have it evaluated by a septic contractor.

4. We do not guarantee the insurability of any home/component. We identify the major components of the home and you should discuss our findings with your insurance agent. We do not determine if any component has been involved in a class action lawsuit.

5. Exclusions: Unless otherwise agreed in writing, we exclude: fireplaces/chimneys, cosmetic deficiencies, wall/roof sheathing, underlayment, house wrap, asbestos, gas piping/appliances, EIFS/synthetic stucco, pools/spas, wells/pumps, solar systems, central vac systems, AC dampers/split systems, ducts, security/AV systems, detached structures, paint, decks, sprinkler systems and all non-visible components. Appliances, HVAC and water heaters are checked and reported on for informational purposes only and we do not guarantee their performance. We do not determine if HVAC systems are sized for the home or that duct systems are properly designed. Inspection of some excluded components are available for an additional fee.

6. Issues related to tree/vegetation roots are excluded and we do not assume any responsibility for root damage.

7. The inspector, at his sole discretion, will determine the best way to safely inspect roofs, attics and crawlspaces. We reserve the right to exclude entry based upon low slope attics, insulation covering ceiling joists, roof pitch greater than 4:12, second story roofs, defective construction, or ground clearance less than 36 inches. Physical inspection of crawlspaces requires a separate fee.
8. If you ordered a Wood Destroying Organism inspection, the inspection is provided by 360PestControl, LLC, license JB218999.

9. This is a mostly visual, non-technical, non-invasive inspection. Latent or concealed defects are excluded. Any defect or condition outside the scope of a home inspector license is excluded. Inaccessible or non-visible components are excluded.

10. The inspector is not responsible for the accuracy of third party reports such as the county property appraiser, BuildFax or other sources used to assist the client. The client should attempt to gather as much information about the property as possible in researching the home.

11. Unless advised otherwise, the inspector automatically provides a copy of the inspection report to your realtor.

12. The home inspection report will be delivered electronically with 24 hours of the inspection.

13. Claims. The first $1,000.00 of any claim is excluded as a standard deduction based on obsolescence. The inspector does not provide a guarantee or warranty of any type other than a Limited 90 Day Warranty, administered by others. In return for said warranty, Client hereby releases Inspector from any future claims, whatsoever, as just compensation for any claim against Inspector for any covered component. Should you elect to pursue a claim for items outside the Limited Warranty, you hereby agree, as a minimum, that any claim against the inspector will first be reduced by the value of the Repair Allowance listed in your Offer to Purchase Agreement or negotiated deduction for repairs, second by the reduction in value of any home warranty coverage, third by the value of any manufacturer/contractor warranties and finally by our standard exclusion of $1,000.00. After all compensable allowances are recovered, Client agrees the maximum amount of any claim against the Inspector will be limited to the economic loss remaining and in an amount not to exceed $500.00 (five hundred dollars). Client will notify Inspector upon immediately discovering the issue and allow Inspector ten work days to inspect the claim. If Inspector believes the claim has merit, Inspector reserves the right to have the work repaired by a contractor chosen by the Inspector, without exception. Repairs will have been deemed acceptable by restoring the component to a working or functional condition. Repairs are not guaranteed to match any color, make, model or style; only to be as close as practical based upon availability of materials/repair parts. No warranty, express or implied, will be provided with any repair. If the item cannot be repaired, the Inspector will provide a unit matching the existing unit in age/condition or provide a replacement allowance not to exceed $500.00. In no event will the Inspector be obligated to replace any component with a new component.


15. Property Damage. Client hereby releases Inspector from any claims, whatsoever, related to real property or personal property damage.

16. Report. The inspection report is provided for the benefit of the client or those parties having a financial interest in the property only. Client agrees to not share the report with disinterested parties unless permission is obtained from the Inspector. Client is not authorized to post the report on the internet, in whole or in part. The report remains the sole property of the Inspector and the Inspector
reserves the right to restrict distribution or viewing of the report if Client is found in violation of this agreement.

17. Stop Payment/Non-Sufficient Funds. Should client stop payment or initiate a charge back on a credit card payment, the total fee will become due and payable immediately plus a fee of $100.00 and interest of 24% annually until such time as payment has cleared. You may not understand that contesting a credit card payment results in a delay of up to six months for us to resolve the dispute. We do not offer any refunds on inspections. Upon our notice of a credit card chargeback, you have ten days to remit payment by check for the full fee due plus $100.00. If payment is not received, we will file a suit for collection to include necessary legal expenses. Non-sufficient checks will not be re-deposited.

18. Notice: All notices should be provided in writing. Electronic communication (email) is acceptable provided both parties possess proof of delivery such as Return Receipt. Claims should be directed to: contact@thebuildinginspector.net. Certified mailings should be directed to Property360, LLC, 5000-18 US Hwy 17S, #203, Fleming Island, FL 32003.

19. Social Media: Client should refrain from posting derogatory ratings or unsubstantiated reviews on social media sites in an attempt to force the Inspector into an agreement/settlement position. We have a process to file a reasonable claim and we will respond in accordance to our agreement. Negative reviews can harm our business reputation and we reserve the right to pursue legal remedy if deemed necessary. If you post a negative review, you agree to notify us of your action and to provide the social site where the review was posted and to allow us the opportunity to address your claim publicly. If you wish to provide a positive review or a reasonable criticism, we provide you with an independent opportunity to post to HomeGauge with your report. HomeGauge reviews are shared publicly across many review site platforms and HomeGauge will automatically notify us of your review.

20. Purpose of a home inspection: A home inspection is designed to alert you to major issues which may affect the integrity of the home. It is not designed to alert you to nominal damage or conditions which are commonly considered deferred maintenance, obsolescence or issues which are clearly visible to almost everyone. Our goal is to help you understand the presence of significant issues/damage or conditions conducive to hidden damage. A home inspection should never be used as a basis of “negotiation” with a Seller for common repairs. It is generally understood the price of the home should relate to the general condition in comparison to similar homes as defined by an independent property appraiser. The value of the home is not reflected in a home inspection report nor should it be used for that purpose. We exclude any claim based upon the premise or argument of a loss associated with any Real Estate Repair Addendum.

21. The Inspector has an affiliation with Residential Warranty Services (RWS), a third-party service provider, to offer you additional value-added services including a complimentary ReCallChek to help determine if the property has any potentially dangerous recalled appliances, as well as a complimentary home warranty. By entering this agreement, you (a) authorize the inspector to provide your contact information (including telephone number) to RWS and/or its affiliate, (b) waive and release any restrictions that may prevent RWS and/or its affiliate from contacting you (including by telephone using automated dialing technology), and (c) authorize RWS and/or its affiliate to contact you regarding home services.
22. Notice. Notice of claims under the 90-Day Warranty, SewerGuard, Roof Protection Plan, or MoldSafe Gap Warranty programs should be directed to Residential Warranty Services at telephone 1-800-544-8156. Notice to Inspector should be directed to Property360, LLC 5000-18 USHWY 17S. Ste 203, Fleming Island, Florida 32003.

23. Gap Warranty. The inspector provides, at no cost to you, a 90-Day Warranty, SewerGuard, Platinum Roof Protection, and MoldSafe. These plans are administered by a third party, Residential Warranty Services (RWS). These plans provide short-term (gap) coverage to assist you with repairs on covered components which we found to be functional at the time of inspection but failed within 90 days of the inspection or 22 days after closing (whichever is greater). This limited coverage is not meant to make you whole but rather is in place to assist in repairs. The Inspector cannot determine if an aged component will fail in the future, nor do we determine if an aged component is optimal. Each warranty plan is fully described on our website (www.TheBuildingInspector.net) and the terms/limits will be provided to you within 48 hours of the inspection. You will have the option to continue these plans with RWS.

Signature to accept agreement on page seven (7) of document.
WOOD DESTROYING ORGANISM INSPECTION
SERVICE AGREEMENT

Whereas, ________________ (Client) desires to engage 360PestControl (Inspector) to conduct a Wood Destroying Organism inspection at _____________________________(property) in accordance to the Florida Department of Agriculture and Consumer Services (FDACS) Form 13645.

Client understands this is a mostly visual, non-technical, inspection of the primary dwelling and the Inspector does not assume responsibility for hidden damage or concealed insects/fungi. The Inspector will report his findings based on visible evidence and damage presumed to be caused by termites, powderpost beetles, old house borers and wood decaying fungi (white rot, brown rot and poria).

LIMITATION OF INSPECTION: Client understands all areas of the dwelling may not be accessible. The Inspector will not access attics with clearance less than 48”x22”, or walk ceiling joists covered with insulation. The Inspector does not access scuttles over eight (8) feet in height. The Inspector cannot access crawlspaces with clearance less than 16”x24” or with ground to joist clearance less than 18”. The Inspector reserves the right to use remote tooling such as camera mounted remote crawlers at his option and Client understands remote equipment has limitations. Exterior wall inspections are limited to ten (10) feet in height. The Inspector does not access roofs. Any damage concealed by floor coverings, furnishings, wall coverings or stored goods are excluded. Inspector reserves the right to limit access to unsafe areas such as wet crawlspace, rotted or improperly constructed decks or areas with loose electrical wiring or obstructions. While we may conduct “sounding” of wood, we are not allowed to conduct excessive probing which may result in damage to the dwelling unless you are the owner of the property and you provide written permission. The Inspector does not inspect every square inch of the dwelling; our inspection is limited to visible damage or areas exhibiting conducive conditions which may warrant investigation.

The Inspector does not offer any warranty or guarantee against current or future infestation of any wood destroying organism. Wood destroying organisms may be present without visible evidence and your only protection against infestation/damage is to secure a treatment system with a guarantee from a licensed pest control company.

The Form 13545 report of our findings requires us to report findings of Live, Evidence, Damage and General Comments regarding conducive conditions. Further, we report on any evidence of prior treatment. We cannot and will not guarantee a “clean” WDO report which may be required by your lender in a real estate transaction. If the Seller makes repairs which removes any evidence/damage, we will re-inspect the property to update the report for a fee. The report will be listed as a Re-Inspection of the original report.

CLAIMS: While we do not offer any guarantee or warranty, express or implied, should you present a claim, Client understands and agrees any claim is limited to economic loss or the cost of re-treatment only of those areas which should have been clearly visible to the Inspector and are not associated with any area which was found to be inaccessible by the Inspector. No claim will be presented after 180 days from the date of the inspection. Client agrees to notify the Inspector, in writing, immediately upon discovery of any wood destroying organism and to allow Inspector access to investigate the claim. If the Inspector determines we are at fault, Client agrees to allow the Inspector to treat the affected area as full compensation for the claim and without further recourse. The Inspector is not liable for any costs other than re-treatment necessary to eradicate the target pests. Client understands total elimination of some insects may take several months to succeed and Client will provide clear access to the Inspector to perform the work needed. The Inspector will not pay for, or reimburse, Client for treatment services provided by others. Your claim or right of recovery may be diminished if you fail to protect the home with a qualified termite treatment program after 90 days of our inspection or fail to maintain the home or allow conducive conditions such as wood to soil contact, vegetation in contact with the structure, roof/wall leaks, damaged soffits/fascia, poor maintenance or sprinklers in contact with the dwelling.

Signature to accept agreement on page seven (7) of document.

No inspection will be conducted without agreement. Please contact us with any questions:
360PestControl, LLC 5000-18 US Highway 17 South, Ste 203, Fleming Island, FL 32003
**About us:** 360PestControl, LLC is a full service, pest control company with offices in Jacksonville, Orlando, St. Petersburg, Tampa and Port St. Lucie. We offer:

- WDO Inspections
- Termite Treatment
- Termite Protection Plans
- Treatment of wood destroying mold/fungi
- General Household Pest Control
- Mosquito Control
- Rodent Removal/Exclusion programs
- 90 Day Termite Protection Plans for Sellers/Buyers
- Forensic investigation of wood destroying organisms, mold and moisture
- Thermal Imaging for Wood Destroying issues
- New construction termite pre-treatment

We appreciate your trust in allowing us to conduct your WDO inspection. We would like to reward you with a comprehensive pest control plan at a fair price when you take possession of your new home. In fact, based on your using us for the WDO inspection, we will discount the full fee of your inspection with our Total Pest Protection Plan. This plan covers you for all general household insects, subterranean termites and a spring mosquito treatment of your yard. Call us and give us a chance to reward you for being a 360PestControl customer. We promise, you’ll be glad you did.

Learn more about us at: [www.360pestpro.com](http://www.360pestpro.com)
This addendum is hereby attached to our Standard Agreement for a home inspection. Client agrees and accepts all terms and conditions herein.

SCOPE OF INSPECTION: This addendum increases the scope of the home inspection to include a visual, non-invasive, non-technical, opinion of the condition of the pool/spa system. This inspection is limited to:

- Mechanical systems including pumps, motors and filtration equipment as being functional or non-functional.
- Visual observation of the plaster or vinyl condition of the pool surface.
- Visual observation of the exposed piping.
- Visual observation of the decking/tile/coping.
- Manual testing of on/off control systems – we do not troubleshoot systems.
- Visual documentation of child safety features present at the pool.
- Operate electric heaters using normal installed controls only – no testing is included for performance.

This inspection is a limited, basic, visual observation of the primary components and is offered at a fee considered lower than industry standards for a complete or technically exhaustive pool system inspection. If you feel a technically exhaustive inspection is warranted, you should not order this inspection. We are not a licensed pool installer, plumber or electrician.

LIMITATIONS, EXCEPTIONS AND EXCLUSIONS: The following components are excluded from our inspection:

- All underground piping or components to include electrical wiring and grounding.
- Pool lighting and grounding.
- Chemical treatment systems.
- Heating and solar systems. We will turn on electric heaters using normal controls.
- Compliance to building code(s).
- Pool accessories such as skimmers, drains, jets, blowers, lighting, slides or diving boards.
- Computerized control systems to include remote controls.
- All valves, either manual or electric controlled. We do not operate or test valves.
- Future life expectancy of any component.
- Leakage or settlement of any component.
- Pressure or leak testing of any component.
- Propane or natural gas heating systems. (Gas systems require testing by a gas plumber).
- Structural integrity of the pool/spa.
- Soil compaction, density or any geotechnical considerations.

We do not offer any guarantee or warranty regarding our opinion of the condition reported. You should understand pool systems require regular and on-going maintenance and every single component of the system has an expected life cycle. This basic inspection is offered to assist in reducing your potential exposure in a real estate due diligence transaction but it does not, in no way, guarantee against hidden conditions, mechanical/electrical failures, structural defects or other conditions including bodily injury. We do not guarantee the pool system is safe.

DATE: ___________________________ SIGNATURE TO ACCEPT ALL AGREEMENTS: ___________________________