

NEW HOME CONSTRUCTION INSPECTION AGREEMENT

(Please Read Carefully)

Client: _____ Phone: _____

Address: _____ City: _____ St: FL Zip: _____

E-Mail: _____

Subdivision: _____ Builder: _____

Model: _____ Lot: _____ Address: _____

City: _____ St: FL Zip: _____

Authorization:

Client (named above) has requested Inspectorhelp inspection services during the construction of the above home and to provide written reports, with photographs as needed, describing the property, home and construction process observed at the time of each inspection.

Scope of Inspection

The term "inspection" when used in the Agreement shall mean a limited and primarily visual good faith inspection of the readily accessible and visual areas of the above property for purposes of informing the customer of major visible efficiencies as they exist on the date of each inspection. The inspection is not intended to be a building code compliance inspection or engineering evaluation, nor does the inspector have an obligation to conduct and report on the same but the inspector reserves in his discretion, the ability to exceed the report limitations and exclusions specified herein. The term inspection does not include Americans with Disability Act (A.D.A) compliance, lead paint, asbestos, radon, toxic or flammable materials, hazardous waste, low voltage electrical systems, remote overhead door transmitters/receivers, intercoms, security systems, environmental testing, electromagnetic fields, building or property measurement or appraisal, wood destroying organisms, animals, or insects. No moving, dismantling, invasive or other destructive testing will be made or performed and any latent or concealed defects and deficiencies are excluded from this inspection. A confidential written inspection report, for the sole benefit of the Customer and its agents will be furnished to the Client within a reasonable time after completion of the inspection. Any use or reliance upon the report by any third parties, or for any other transactions not within 30 days of the report date, is strictly prohibited.

Any inspection schedules, based upon the number and type of services agreed to herein, will be arranged through the Builder and/or Contractor. Builder and/or Contractor cooperation is expected, but cannot be guaranteed as exact dates of component construction and installation are estimated, dependent upon many factors outside the scope and control of **Inspectorhelp.com** and, unless otherwise contracted, is a voluntary courtesy on their part.

All discussions, inspection observations, photographs and reports will be given directly to the customer listed above. It is the client's responsibility to discuss with the builder/contractor any information contained therein. It is not the intent or responsibility of **Inspectorhelp.com** to supervise the construction, direct the builder/contractor, substantiate, direct or verify layout specifications of buyer option selections and/or amenities, or otherwise interfere with the construction of the home. Such services require additional agreements and fees.

The inspection and report do not address and are not intended to address the possible presence of or danger from potentially harmful substances and environmental hazards, including, but not limited to radon gas, lead paint, asbestos, urea formaldehyde and toxic or flammable chemicals. Also excluded are inspections and report on wells, septic systems, underground tanks, security systems, intercom systems and water softeners. We do not inspect for the presence of rodents, termites and other insects nor do we test for the presence of mold-like substances or organisms.

Inspectorhelp.com is not bound by any statements made by any persons not owners or employees of Inspectorhelp.com. This includes statements made by real estate agents, salespersons, realtors, title agents, or other persons associated with the client regarding the subject real property.

Items not specifically included in the written report and identified in this Agreement are beyond the scope of the inspection and not reviewed. No verbal statements by the inspector shall expand the scope of this agreement or the inspection report, nor shall such statements be relied upon by the client when solicited from the inspector by the client at the time of inspection or any other time.

If any portion of this agreement is found invalid or unenforceable by any court of qualified jurisdiction, the remaining provisions shall remain in force between the parties.

In the event the Company and/or its agents fail to fulfill the obligations under this agreement, the liability of the Company and its agents and employees shall be limited to a sum equal to the amount of the Inspection fee.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, agents, and representatives of any kind whatsoever.

Limitation of Liability

The parties agree that Inspectorhelp.com and it’s employees and agents assume 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 or bodily injury of any nature, beyond the cost of this inspection. THE INSPECTION AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTEE OR WARRANTY, EPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM.

Arbitration

The parties hereto agree that any and all disputes relating to or arising out of this agreement and the home inspection performed in accordance herewith shall be resolved by binding arbitration to be held within the county in the state of Florida in which the inspection was performed. Failure to invoke said arbitration upon initiation of other legal proceedings shall not act as a waiver thereof.

Insurance

Nothing in this agreement shall act as a representation that Inspectorhelp.com has Errors and Omissions Insurance coverage.

Other

The parties agree that: (1) facsimile signatures shall act as originals in all respects; (2) e-mailed signatures and e-mailed versions of this agreement, where authorized by Inspectorhelp.com, shall act as originals in all respects; (3) executed counterparts of this agreement shall act as originals in all respects; (4) should any part hereof be deemed void for any reason under the law, the rest of the provisions herein shall survive; (5) this agreement represents the entire understanding between the parties unless modified in writing by both parties whose signatures are attached thereto an which has been provided to Inspectorhelp.com at its business address by U.S. Mail; (6) this agreement shall be governed by the laws of the state of Florida and by state courts within the jurisdiction in which the inspection was performed should the parties fail to resolve this matter in accordance with the binding arbitration agreed to above; and (7) all notices and other communications regarding this agreement, unless otherwise specified above, shall be sent via U.S. Mail to: Inspectorhelp.com, 7024 Palmetto Pines Ln, Land O’Lakes, FL 34637 or facsimile to 813-235-9014 or e-mail to tom@inspectorhelp.com

Services Selected:

Pre-drywall stage inspection.....	(depends on size)	\$
Final construction/pre-closing inspection.....	(depends on size)	\$
Additional Services.....	Progress site visits@ \$100 per visit.....	\$
Total Cost of Services.....		\$

Payment will be direct to **Inspectorhelp.com** at the time of performance of each service listed and in the amount stated by Cash or check.

Acceptance and understanding of this agreement are hereby acknowledged.

_____ Date

_____ (Client or Representative)

Client authorizes copies of report to _____

Client’s e-mail address (optional) _____

Client’s facsimile (optional) _____