

**AGREEMENT FOR ALL BAY, INC.
HOME INSPECTION SERVICES**

**THIS CONTRACT LIMITS OUR LIABILITY, YOU SHOULD CAREFULLY
REVIEW THIS CONTRACT.**

I agree that I will read the following agreement carefully. I understand that I am bound by all the terms of this agreement. I further agree that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have.

This agreement is between X (herein referred to as the "Client") and All Bay, Inc. (herein referred to as the "inspection Company") regarding a Building (the "building" to be inspected at:

Inspection Address: X

PURPOSE OF THE INSPECTION: To describe the systems and components inspected and report those that are significantly deficient along with why they are deficient, and make recommendations to correct or monitor the deficiency. Certain systems or components not inspected will be listed along with an explanation of why they were not inspected. (A complete list of items included in the inspection, as defined by the American Society of Home Inspectors "Standards of Practice" is on the signature page of this agreement).

SCOPE OF THE WORK: The Client understands that the term "standard inspection" as used in this contract means a limited visual examination of the readily accessible areas of the Building and systems of the Building and is limited to the apparent condition of the Building on the date of the inspection. Weather conditions may affect the scope of an inspection by limiting a system or component's visibility, operation, accessibility and the like. Conditions may exist that remain undiscovered. While the inspection may reduce the risk of purchasing property, it does not eliminate such risk. The intent of the standard inspection is to visually screen for items "exposed to view" that may need major repair or further evaluation by a specialist. It is limited to the readily accessible and visible major systems, components, and equipment of the primary premises. The Client understands and accepts that as a part of any inspection, certain things will be randomly sampled, that public records, codes, engineering, environmental checks and pests are beyond the scope of the standard visual inspection. The Client understands and agrees that the inspection is a good faith opinion of the condition of the major systems of the property at the time of the inspection and is not a code or engineering evaluation. By signing this contract, I understand that the Inspection Company will conduct a standard visual inspection.

The inspection Company may perform a more comprehensive "Custom inspection" upon written request by the Client. If the Client desires a Custom inspection or reporting that requires more time (i.e., listing of all minor items, etc.), or specialized talent, skill or licensed specialists, the Client should arrange for those services independently, or may subcontract those services via this Inspection Company at an additional cost by requesting and signing "Rider A – Custom Inspection." (**Check here _____ if Rider A is attached**).

OUTSIDE THE SCOPE OF WORK: Any area, that is not exposed to view, is concealed or is inaccessible because of soil, walls, floors, carpets, rugs, ceilings, furnishings, or any other thing is not included in this inspection. The following partial list IS ALSO OUTSIDE THE SCOPE OF THIS INSPECTION, unless an item is specifically requested and listed and attached as "Rider A – Custom Inspection" to this Contract: Mold identification or analysis, lead paint, asbestos, radon, radon mitigation systems, indoor air quality, formaldehyde, toxic or flammable materials, country of origin or chemical

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composition of drywall, structural stability or engineering analysis, electromagnetic radiation or any environmental hazards, building value appraisal or cost estimates, private water or private sewage systems, floor coverings, wall coverings, water conditioning and filtering systems, water quality/purity, swimming pools, spas, saunas/steam rooms, hot tubs, radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls, solar heating systems, furnace heat exchangers, self cleaning or continuous-cleaning capabilities of ovens, septic systems, satellite TV or cable systems, telephone systems, low voltage lighting or house control systems, personal property, intercom and music systems, solar/geo-thermal heating systems, radiant floor and ceiling heating systems, free standing solid fuel burning stoves, condensate pumps, central vacuum systems, fire systems, adequacy or efficiency of any system or component, prediction of life expectancy of any item. Kitchen and laundry appliances are operated in a normal cycle to test basic functionality – the inspectors are not appliance repair technicians/experts. Exteriors clad with Exterior Insulation Finished Systems (“EIFS”) or artificial stucco should be inspected by an Exterior Design Institute qualified EIFS inspector. Also excluded is any inspection for any insects such as termites, carpenter ants, powder post beetles, fleas, cockroaches, bees, mites, ticks, flies and the like. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law. Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, the Client must do so at the Client’s expense.

RIGHT OF ENTRY: The Client warrants that it or its agent has made all necessary arrangements with the selling party for the Inspection Company to enter and inspect the property described.

PARTICIPATION: The inspection is performed at the property. The physical on-site inspection of the property is a very valuable time of exchange of information between the inspector and the Client. Any particular concern of the Client or information the Client needs to provide the inspector for the inspector to inspect the property must be brought to the attention of the inspector before or at the time of the inspection. The client should not rely on the written report in lieu of being present during the inspection because it is impossible to fully profile any building with any written reporting system.

WRITTEN INSPECTION REPORT: No verbal representations shall be binding. A written report of the inspection shall be furnished to the Client by the Inspection Company at the conclusion of the inspection and the Client acknowledges that such a report is only a summary of the observations made by the inspector based on the age of the inspected components and normal wear and tear. Any condition requiring repair, replacement or servicing should be evaluated by qualified professionals in appropriate trades before closing.

SEVERABILITY: If any term or provision of this agreement is held or deemed to be invalid or unenforceable, such term or provision shall be modified as slightly as possible so as to render it valid and enforceable; if such term or provision, as modified, shall be held or deemed invalid or unenforceable, such holding shall not affect the remainder of this agreement and same shall remain in full force and effect.

PRE-CLOSING WALK-THROUGH: The client understands that any opinion rendered by the Inspection Company and/or the inspector is limited to the circumstances as of the dates of the original inspection. Any repairs or replacements accomplished without consultation with the Inspection Company will alter any opinion or report issued. The client accepts that the Client is responsible for the pre-closing walk through inspection because damages, mechanical failures, or other changes may appear after the Inspection Company’s inspection and before the Client’s legal acceptance of the property. Client waives all claims against the inspector or Inspection Company in the absence of diligently performing the pre-settlement walk-through inspection.

ASSUMPTION OF RISK: I ACKNOWLEDGE THAT THERE IS A SUBSTANTIAL RISK OF INJURY ARISING OUT OF PARTICIPATION IN ANY INSPECTION. I ASSUME

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ALL RISK OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF MY PARTICIPATION IN THE INSPECTION.

DISCLAIMER OF WARRANTIES: I UNDERSTAND AND AGREE THAT, EXCEPT AS PROVIDED EXPRESSLY HEREIN, THE INSPECTION COMPANY HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WHATSOEVER AS TO THE INSPECTION, WHETHER EXPRESS OR IMPLIED, WARRANTIES AS TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND INCLUDING ANY WARRANTIES OF SUITABILITY, CONDITION OR QUALITY OF THE INSPECTION.

LIMITATION OF LIABILITY: ANY LIABILITY OF THE INSPECTION COMPANY AND THE INSPECTOR FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT, THE INSPECTION AND OTHERWISE IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. THE LIABILITY OF THE INSPECTION COMPANY, IT'S PRINCIPALS, AGENTS, INSPECTORS AND EMPLOYEES IS LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANY PERSON OR ENTITY THAT IS DAMAGED OR INCURS ANY LOSS, COST OR EXPENSE OF ANY KIND CAUSED BY MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT, INCLUDING THE CLIENT. THIS LIABILITY LIMITATION IS BINDING ON THE CLIENT AND THE CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM BY OR THROUGH THE CLIENT. THE CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. THE CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.

DISPUTES: The Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Building, as limited herein above, shall be made in writing and reported to the Inspection Company within ten business days of discovery. The Client further agrees that, with the exception of emergency conditions, the Client or the Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the Inspection Company. The Client understands and agrees that any failure to notify the Inspection Company as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

ARBITRATION: Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed there under shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction. If the Client makes a claim against the inspector and fails to prove the entirety of such claim, the Client will pay all costs, arbitrator's fees, legal expenses, administrative fees, travel expenses, out-of-pocket expenses, court costs, witness fees and attorney's fees incurred by the Inspection Company in defending and otherwise relating to such claims.

TIME LIMITATION ON CLAIMS: No claim or action shall be brought against the Inspection Company by the Client for breach of Contract at any time beyond the date six months after the inspection date.

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THIRD PARTY LIABILITY: The Client requests this inspection and report for confidential use only. By release of this report, the Client agrees to, and hereby does, indemnify, defend and hold harmless the inspector and the Inspection Company from and against any and all loss, claims, demands, losses, judgments, liabilities, damages, penalties, fees, fines, costs and expenses, including court costs and reasonable attorney's fees arising out of or relating to any claim by any third party arising out of the inspection, the inspection report or such party's reliance thereon.

DISCLOSURE: Client authorizes the disclosure of this report or information contained within this report to the client's agent, the seller's agent, seller, lender or other parties.

YES (you may cross out any that you don't wish to disclose the report to). NO

INDEMNIFICATION: Client agrees to, and hereby does, defend, indemnify and hold harmless the inspector, the Inspection Company and its officers, directors, shareholders, employees, agents, legal representatives (including its accountants and attorneys), successors and assigns harmless of, from and against any and all loss, claims, demands, losses, judgments, liabilities, damages, penalties, fees, fines, costs and expenses, including court costs and reasonable attorney's fees arising out of or relating to any breach of any covenants, duties, obligations, representatives or warranties hereunder or failure to comply with the description of services or out of Client's or Client's agent's acts or omission.

GOVERNING LAW: The parties agree that this agreement shall be construed and enforced pursuant to the laws and decisions of the State of Florida, without regard to the conflict of laws rules thereof.

FAX, ELECTRONIC MAIL, INTERNET: The agreement may be signed in counterparts with fax signatures or other electronic, email or internet means and such shall constitute and be treated for all intents and purposes as an original document.

SYSTEMS AND COMPONENTS INCLUDED IN THE INSPECTION:
(unless crossed out or not present at inspection)

Cooling system	Foundation System	Roof
Heating, Ventilation system	Structural System	Interior
Plumbing System	Electrical System	Exterior
Fireplace, Chimneys	Insulation and Ventilation	Masonry Structure
Other: _____		

Inspector name: Matthew W. Barnicle
Entity Name: All Bay, Inc.
Date for Inspection: _____

AGREED AND ACCEPTED: By signing below, I acknowledge that I have read the foregoing agreement and understand and agree to its terms and conditions.

SIGNATURE: _____

DATE: _____

Initial Here _____