



PRE-INSPECTION AGREEMENT

Client Name: _____ Base Inspection Fee: _____
Property Address: _____ Additional Fee (\$): _____
Date of Inspection: _____ Total Inspection Fee: _____

This Pre-Inspection Agreement (the Agreement) contains the terms and conditions of the Client's contract with Bell Home Inspection Services, LLC. (the Company) for inspection of the Property at the above address, and defines the scope of the Inspection, limitations of liability, and remedies.

1. INSPECTION

The Company agrees to perform a limited visual inspection of the Property as it exists at the time of the Inspection. The Client agrees to pay the Total Inspection Fee shown above at the time of service. The inspection will be performed in accordance with this Agreement and the Standards of Practice of the American Society of Home Inspectors® (ASHI®) which shall define the standard of care and the conditions, limitations and exclusions of the Inspection.

2. LIMITATIONS, EXCEPTIONS, AND EXCLUSIONS

The inspection includes only those systems and components expressly and specifically identified in the Inspection Report. Any area which is concealed from view or inaccessible because of soil, building components, personal property, weather, as well as those areas or items which are excluded by the ASHI® Standards of Practice, Florida Chapter 468, Part XV and/or by agreement of the parties is excluded from this inspection.

3. ENVIRONMENTAL AND HEALTH ISSUES

The Client specifically acknowledges that this Home Inspection is not an Environmental Survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, or soil or building materials.

4. DISCLAIMER OF WARRANTY

Client understands that the Inspection and Inspection Report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy.

5. NOTICE OF CLAIMS

Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. Client also agrees to allow the Company ten days to reinspect the claimed discrepancy and not to make or allow others to make any alterations to the claimed discrepancy until the Company has reinspected the claimed discrepancy, except in case of emergency.

Initial _____

6. LIQUIDATED DAMAGES

Client understands and agrees that the Company is not an insurer and that the payment for the Inspection and Inspection Report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the Inspection Report as described herein. Client further understands and agrees that it is impracticable and extremely difficult to fix actual damages, if any, which may result from a failure to perform such services. Thus, if Company fails to perform the service as provided herein or is careless or negligent in the performance of the services and or preparing the report, the Company's liability for any and all claims related thereto is limited to an amount equal to the inspection fee or to the sum of one thousand dollars (\$1,000) whichever sum shall be less, as liquidated damages and not as a penalty. The Client releases Company from any and all additional liability, whether based on contract, tort, or any other legal theory. There will be no recovery for consequential damages. The Client understand that the performance of the services without the limitations of liability would be more technically exhaustive, would likely require specialist and would cost substantially more than the fee paid for this limited visual inspection. The Client understands that he/ she is free to consult with another professional if the Client does not agree to this provision.

Initial _____

7. GOVERNING LAW & SEVERABILITY

This Agreement shall be governed by Florida law. 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 between the parties.

8. RECEIPT OF REPORT

The Company's agreement to perform the Inspection is contingent on Client's agreement to the provisions, terms, conditions, and limitations of this Agreement. Client warrants they will read the entire Inspection Report when received and shall promptly call with any questions or concerns Client may have regarding the Inspection or the Inspection Report.

9. OTHER SERVICES

It is understood and agreed to by the parties hereto that all the provisions, terms, conditions, and limitations, exceptions and exclusions of this Agreement shall apply to any additional inspection or testing services purchased by the Client.

10. ENTIRE AGREEMENT, MODIFICATIONS, AND 3RD PARTIES

This Agreement represents the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. This Inspection is being performed for the exclusive use and benefit of the Client. The Inspection, including the written Report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

11. DISCLOSURE

Client authorizes Company to discuss this inspection with parties to whom Client has provided a copy of the report. YES ___ NO ___
Client authorizes Company to deliver a copy of the report to the Client's Realtor. YES ___ NO ___
Client authorize Company to use images in promotional material/ company website. YES ___ NO ___

12. DISPUTE RESOLUTION-BINDING ARBITRATION

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, statutory consumer fraud 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 as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. The decision of the arbitrator appointed there under shall be final and binding and judgement on the award may be entered in any court of competent jurisdiction. This means that Client will not be permitted to bring any claim against Company before a court to decide by a Judge or jury.

INITIAL _____

13. ACCEPTANCE

I have read, understand, and agree to all of the terms and conditions on both pages of this agreement, including the provisions for arbitration, limitation of liability and limitations and exclusions, and agree to pay the fee shown according to the terms above. I acknowledge that I have had ample time and opportunity to review this Agreement and the ASHI® Standards of Practice prior to signing and that I have signed this agreement prior to the performance of the inspection. I further acknowledge that I have been encouraged to attend the inspection and understand that I will not receive the full benefit of the inspection if I do not attend. In the event that I choose not to attend the inspection, I hereby release the Company from any and all liability resulting from my absence.

Client Signature: _____

Date: _____

Company Signature: _____

Date: _____

Waiver of Mold Testing and Release

Date:

Client name:

Subject Property address: _____

My signature below acknowledges that I have read and understand the following:

Dave Bell (Inspector) has advised me that the subject property may be subject to contamination by mold. Molds produce tiny spores to reproduce. Mold spores waft through the indoor and outdoor air continually. When mold spores land on a damp spot indoors, they may begin growing and digesting whatever they are growing on in order to survive. There are molds that can grow on wood, paper, carpet, and foods. When moisture or water accumulates indoors, mold growth will often occur, particularly if the moisture problem remains undiscovered or un-addressed.

I have been advised of the potential health effects and symptoms associated with mold exposures including allergic reactions, asthma, and other respiratory complaints. There is no way to determine if there is mold and if it is a health concern without testing.

Nevertheless, I have directed the Inspector to perform *NO Mold Testing*, and in doing so I agree to hold the Inspector, its agents, and employees harmless and free from all liability and legal action relating to any presence of Mold at the subject property, regardless of the legal theory upon which any such claim rests.

This waiver and release shall be binding on all my heirs, agents, assignees, successors, and on any other person(s) who might otherwise be entitled to file suit or make a claim on my behalf.

Client Signature _____ Date _____

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
HOME INSPECTORS LICENSING PROGRAM**

LICENSE NUMBER: HI9974

EXPIRATION DATE: JULY 31, 2026

THE HOME INSPECTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

BELL, DAVID A
27860 WINDSOR RD
BONITA SPRINGS FL 34134



ISSUED: 05/19/2024

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