

# LABARRE HOME EVALUATIONS

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## HOME INSPECTION AGREEMENT / CONTRACT

DATE OF INSPECTION: CLIENT(S):

MAILING ADDRESS (IF AVAILABLE):

INSPECTION ADDRESS: TOTAL FEE:

**LaBarre Home Evaluations, herein after known as the inspector or LHE, agrees to conduct an inspection, for the purpose of informing the client, of Major deficiencies in the condition of the property named above.**

**THE INSPECTION AND REPORT IS NOT TO BE CONSIDERED A GUARANTEE OR WARRANTY OF FUTURE PERFORMANCE OF COMPONENTS. THE INSPECTION IS NOT A HOME WARRANTY INSURANCE, WHICH IS AVAILABLE FROM OTHER SOURCES.**

- 1) The client acknowledges that the sole purpose of entering into this contract is for the purchase or marketing of the home inspected. Legal access to the entire property will be provided to the inspector for the purpose of performing and compiling a complete home inspection. This access includes, but not limited to, the following: Walking on the roof surface, if deemed safe by the inspector; attics; electrical panels; AC equipment and water heaters.
- 2) The purpose of this inspection is to identify and disclose *visually observable major deficiencies* of the inspected systems and items at the time of the inspection only. Detached buildings, other than a carport or garage, are not included, unless contracted for as an addition to the inspection. It is the responsibility of the client to perform a walk through inspection prior to closing, for the purpose of identifying any changes from the condition at the time of the inspection. We can offer this service, for a fee, if requested by the client.
- 3) Any dispute, controversy, or claim arising out of, or related to, this contract, pertaining to the performance or lack of performance of the inspector, or the breach thereof shall be submitted to final and binding arbitration under the Expedited Arbitration Rules of the American Arbitration Association. The three arbitrator(s) should have knowledge of the home inspection industry and one arbitrator must be a member of ASHI® with at least five (5) years of home inspection experience. The cost of arbitration will be paid by the filing party. The decision of the arbitrators appointed thereunder shall be final and binding and judgement of the award may be entered into any Court of competent jurisdiction, unless otherwise awarded by the arbitrators.
- 4) The inspection service is conducted 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 Customer. Any particular concern of the Customer must be brought to the attention of the inspector before the inspection begins, this includes disclosed issues and issues discovered by any other inspector prior to our visit. The written report will not substitute for the Customer's personal presence during the inspection. It is virtually impossible to fully profile any home with any reporting system. Unless the Customer attends and participates in the inspection process itself, the Customer will have no chance of taking advantage of the full services of the inspection and may lose some legal rights under this contract and terms in the inspection report.
- 5) The inspector agrees to provide a written (hard or digital copy) report which substantially agrees with the current Standards of Practice of The American Society of Home Inspectors® (as provided to the customer upon request) for the above fee to be paid at the time of the inspection or as agreed upon prior to the inspection by LaBarre Home Evaluations.
- 6) In the event the inspector is required to give testimony or appear in court because of having made this report and inspection, an hourly fee of \$100.00 will be charged, from the time the inspector leaves the office till returning thereto. This fee also applies to dispute resolution, if the client is determined, by the arbitrator, to have malicious intent in filing the arbitration.
- 7) LaBarre Home Evaluations guarantees that neither the company nor the Inspector(s) have any interest, present or contemplated, in this property or in any potential correction, pursuant to issues described in the inspection, other than the fee charged for the inspection.
- 8) Due to the nature of this service, LHE operates on nearly 100% referrals. LHE certifies that this service is performed totally independent of our referral sources. Due to this total independent function, the client agrees to indemnify or hold harmless, all other parties in the transaction or the individual or entity of any referral of our service, in regard to any complaint made to LHE or any dispute resolution related to this service.
- 9) The inspection and reports are the property of LaBarre Home Evaluations, performed for the sole, confidential and exclusive use of the CLIENT in the current transaction and not for resale and/or transferable. Any contents of the written report will be deemed invalid unless accompanied by the entire written report, excluding photographs, pamphlets and ASHI Standards. Copies of the entire report, necessary for the real estate transaction, may be made from the written report, for informational purposes to other parties of this transaction only and must be surrendered to the client or LaBarre Home Evaluations upon completion or termination of this transaction.
- 10) Items and / or conditions not specifically documented in the written report, are not considered to be inspected and/or observed, this would include, but not limited to: concealed or latent defects. Furthermore, the inspector is not responsible to detect conditions the home owner or other parties would have been required to disclose. As stated above, these issues must be brought to the attention of the inspector at the inspection, which the inspector will evaluate and report on as deemed necessary.

The CLIENT expressly acknowledges that the above agreement has been carefully read and that the CLIENT understands the scope of the limitations of the inspector / inspection, and on that basis, agrees to the inspection with all the terms, limitations and exclusions contained herein, acknowledged by their signature below. Payment for services, for the amount indicated above, is expected on or before the date of the inspection, unless special arrangements are made prior to the date of the inspection. In the event of untimely payment, the client will receive one past due notice. If a second and final notice becomes necessary, the client will be considered in default and be subjected to pay triple the contract fee and any applicable attorney fees, together with a monthly interest in the amount of 1.5% of the balance due under the terms of this contract beginning on the date of delivery of the written report. The amount of \$25.00 will be charged for all checks returned for insufficient funds.

Date \_\_\_\_\_

Date \_\_\_\_\_

CLIENT OR THEIR LEGAL REPRESENTATIVE

PRESIDENT / INSPECTOR

01/23/08 - 05/26/08