

# SHEINGOLD & ASSOCIATES, INC

Professional Building Inspectors

12420 S.W. 75th Ave  
Pinecrest, Fl 33156

Tel: (305) 378-1244  
Cell: (305) 370-4306

## THIS CONTRACT LIMITS OUR LIABILITY ... PLEASE READ CAREFULLY

I ("client") hereby request a limited visual inspection of the structure at the above address to be conducted by Sheingold & Associates, Inc ("inspector") for my sole use and benefit.

### SCOPE OF THE INSPECTION

The scope of the inspection and report is a limited visual inspection of the general systems and components of the property to identify any system or component listed in the report, which may be in need of immediate repair.

### OUTSIDE THE SCOPE OF THE INSPECTION

Any areas, which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing, or any other thing is not included in this inspection.

The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions, which are concealed from view at the time of the inspection.

This is not a building warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

Whether or not they are concealed, the following ARE OUTSIDE THE

### SCOPE OF THIS INSPECTION:

Building code or zoning ordinance violations  
Geological stability or soils condition  
Structural stability or engineering analysis  
Termites, pests, or other wood destroying organisms  
Mold, asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation, or any environmental hazards  
Building value appraisal or cost estimates  
Condition of detached buildings  
Pools or spas bodies and underground piping  
Sauna, steam baths, or fixtures and equipment  
Radio controlled devices, automatic motorized gates, elevators, lifts, dumbwaiters, dock power, or accessories such as boat davits, and thermostatic or time clock controls  
Water softener/purifier systems or solar heating systems  
Furnace heat exchangers, freestanding appliances, security alarms, or personal property  
Adequacy of efficiency of any system or component. Prediction of life expectancy of any items  
(Some of the above items may be included in this inspection for additional fees - check with your inspector)

**GOVERNING LAW; VENUE:** This contract will be governed by the laws of the State of Florida. All suits or actions arising out of this Contract shall be brought in Miami-Dade County, Florida.

**ATTORNEY'S FEES:** The parties in any dispute arising out of this Contract, the inspection, or report(s) shall be responsible for their own attorney's fees, and other related costs.

**USE BY OTHERS:** Client promises Inspector that Client has requested this inspection for Client's own use only and will not disclose any part of the inspection report to any other person with these exceptions ONLY: one copy may be provided to the current Seller(s) of the Subject Property for their use as part of this transaction only, and one copy may be provided to the real estate agent representing Client and/or a bank or other lender for use in Client's transaction only.

**SEVERABILITY:** Client and Inspector agree that should a court of competent jurisdiction determine and declare that any portion of this Contract is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

**DISPUTES:** Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten business days of discovery.

Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors will make no alterations, modifications, or repairs to the claimed discrepancy prior to a reinspection by the Inspector. Client understands and agrees that any failure to notify the inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

### LIMITATION OF LIABILITY

INSPECTOR'S LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. THE LIABILITY OF INSPECTOR'S PRINCIPALS, AGENTS, AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIED TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANY KIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS, AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. 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.

### SUBCONTRACTORS AND INDEPENDENT CONTRACTORS

Client acknowledges and agrees that in connection with this inspection, Inspector is retaining the services of the following subcontractor/independent contractor(s)

("Subcontractor"): \_\_\_\_\_

Client understand that such Subcontractor is independent of and unrelated to Inspector, and agrees to hold harmless and indemnify Inspector, its principals, officers, directors, agents, and employees from and against any and all claims, losses, expenses, liabilities, suits, damages, and injury arising out of or relating to Subcontractor's performance of services, or any act or omissions on the part of Subcontractor, its employees, agents or subcontractors.

I warrant that I have read this Contract carefully; that I understand and agree to all of the Terms and conditions of this Contract; and that I agree to pay the inspection fee. I also acknowledge that I have read and agree to the Scope of Inspection section and understand that I am bound by all the terms of this Contract.

I AGREE TO THE TERMS HEREIN and I acknowledge that this inspection  
\_\_\_ is being performed solely on my behalf or  
\_\_\_ is not being performed on my behalf, but on the behalf of

\_\_\_\_\_ for whom I am legally authorized to sign this contract.

CLIENT

INSPECTOR