



(850) 341-8591

Residential Commercial 4 Point Insurance Wind Mitigation

**THIS IS A LEGAL AND BINDING CONTRACT BETWEEN SIMS INSPECTIONS AND CLIENT. PAYMENT FOR THESE SERVICES, AND OR, SUBSEQUENT USE OF THE INSPECTION REPORT, TO ANY DEGREE, CONSTITUTES AGREEMENT WITH, AND ACCEPTANCE OF, ALL CONDITIONS, BY THE CLIENT, EVEN IF THE CLIENT HAS NOT SIGNED THE PRE-INSPECTION AGREEMENT.**

## **Limitation of Liability**

### **Please Read Carefully:**

All parties involved with this transaction, this Agreement, the Inspection, and the Report, understand and agree, that any and all liability of Sims Inspections', or it's officers', agents', or employees' for any and all errors or omissions, with arising out of or relating in any way to the Inspection and Report, is strictly and expressly limited to the maximum amount of the sum of all fees paid to Sims Inspections for the Inspection and Report. Client absolutely, unequivocally, and unreservedly waives and releases any claim for any additional actual, consequential or incidental damages that exceeds the amount of the sum of such fees. Client understands that Sims Inspections is relying on this Limitation of Liability in performing the Inspection and preparing the Report, and would not do so absent this Limitation of Liability. For a printed copy, if desired or needed, please [click here](#).

### **WITHIN THE SCOPE OF THIS INSPECTION/REPORT**

***The scope of the inspection is as follows:*** This is a limited, visual inspection to determine the current, general condition of the systems and components of the home, and to identify and report those items which are suffering readily observable deficiencies, or are need repair or further evaluation by licensed contractors or appropriate professionals. The inspection will be performed at a minimum, in compliance with the standards



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of practice of the American Society of Home Inspectors (ASHI), a copy of which is available upon request, or at [www.ASHI.org](http://www.ASHI.org).

The inspector is not represented as a specialist in any particular area, but rather is acting as a generalist in various fields. As such, if the Client desires more information on any issue identified in the Report, the Client should contact a specialized or licensed contractor or professional in that field.

Any actions undertaken by the Client based upon any recommendations of the inspector, are at the sole expense of the Client. The inspector is not responsible for the costs of repair or correction of any item.

The presented Report is a compilation of conditions discovered and readily observable at the time of the Inspection only. The inspector has not and will not undertake any destructive or invasive analysis, inspection or testing.

Any estimates expressed in the Report regarding remaining life expectancy of equipment, appliances or materials, capacity, maintenance requirements, or adequacy of components are of general opinion in nature, based on knowledge of similar components, of similar condition, and are not reasonably expected to be precise. Variations between the estimates and actual experience, should be expected.

### **OUTSIDE THE SCOPE OF THIS INSPECTION/REPORT**

This Inspection, by its nature, is not technically exhaustive, and the resulting Report should not be read to suggest that every aspect of every component was inspected, or that every conceivable deficiency was discovered. The inspector will not disassemble equipment or appliances, or perform any invasive or destructive testing or analysis.

Neither the Report, nor any part of it, should be construed as a confirmation, or denial, of any component's compliance with any governmental, non-governmental, or industry standards, codes or regulations.



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The Report is not intended, or presented, as a warranty or guarantee of the present or future adequacy or performance of the home's structure, its components, its equipment, systems and appliances, or of the maintenance requirements for any item. The Report is the result of the Inspectors' provision of services shall not be relied upon by the Client or anyone else as an expression or implication of merchantability or fitness for a particular use, regarding the condition of the property, and any such warranties are expressly disclaimed.

Any systems, equipment, materials, components, or conditions which are covered, concealed, camouflaged, or by the sheer nature of their location are not readily accessible, or observable are excluded from consideration in this Inspection and Report. No invasive or destructive techniques are utilized, such as (but not limited to): disassembly or/dismantling of components, appliances, or equipment, invasion or opening of walls/ceilings/etc., moving of furnishings, appliances, stored items, or excavation of any kind.

Client agrees to assume all risk for any conditions which are concealed in any way or not observable or observed at the time of inspection.

**THE FOLLOWING ARE OUTSIDE THE SCOPE OF THIS INSPECTION,  
CONCEALED OR NOT:**

- Engineering analysis of structural stability or condition
- Stucco finishes, coatings, or cladding of any surfaces (see details below)
- Condition of detached buildings (unless otherwise specified)
- Piers, seawalls, boat houses or any type of marine construction
- Pools or spas
- Shower pans of any type
- Adequacy or efficiency of any system or component
- Prediction of life expectancy of any item
- Private water or sewage systems, including septic tanks
- Underground piping systems of any kind



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- Air quality, water quality, mold, asbestos, radon, formaldehyde, lead, electromagnetic radiation, or any environmental hazard.
- Security systems, cable, TV, phone lines, or personal property
- Termites, wood rot, fungus, pests, or other wood destroying organisms
- Water Source heat pumps, Furnace heat exchangers, and floor furnaces of any type
- Recreational facilities
- Water softener or water purifier systems
- Refrigerator ice & water features of any kind
- Window treatments of any kind
- Radio-controlled devices, automatic gates, elevators, lifts, thermostatic or time clock controls
- Geological stability or soil conditions
- Retaining walls of any material or type
- Building codes/zoning ordinance violations
- Whole house generators
- Hurricane protection devices

An Inspection and Report without this LIMITATION of LIABILITY, which could include the review by appropriate specialists such as but not limited to: Roof, Heating & Air Conditioning, Plumbing, Electrical, Foundation, Fireplace, Pool, Structural Engineer, etc., is available. If this type inspection is desired, Client must contact Sims Inspections for details. The cost of any such inspection will be substantially higher than that of a standard inspection.

**Fireplaces & Wood Stoves:** As with any fireplace or wood stove, when making a fire for the first time start with a very small fire to see how well it drafts. If there are any doubts as to the flue condition or the draft a chimney inspection company should be contacted to review all of the fireplace components. Cleaning and inspection on a regular basis is recommended for all fireplaces in order to monitor and address as needed any possible development of cracks/defects.



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**Condominiums and Townhouses** typically are not inspected for deficiencies such as structural, exterior, grounds, roof (or items on the roof) unless otherwise specified and specifically included in the Report.

**Stucco:** Our policy is to recommend a thorough inspection of all types of stucco clad surfaces by a certified Stucco Inspection contractor, which we are not. As a courtesy to our clients, without assuming any liability, and upon their request, we will report our findings from a "visual only" inspection. Our findings are not a substitute for a valid stucco inspection.

**Shower Pans:** We conduct a visual and non-invasive inspection of the readily accessible portions of the shower stall. Therefore, it is a limited inspection and may not note any hidden defects which were not visually observable. Flood testing of any shower pan type is not included as part of this inspection.

**Sims Inspections does not perform mold testing, assessments, or evaluations.** We present no opinion of, and exclude from our inspections, reports and responsibility, any and all issues of microbiological health risks of any kind or form, including but not limited to, mold, fungus, and mildew.

Providing a meaningful assessment of indoor air quality with regards to potential health risks requires an extended survey period of time with sophisticated instrumentation that typically a home inspector cannot (and we do not) provide, even when utilizing the services of an independent lab for analysis of air samples or spores collected.

**Sims Inspections** certify that we as a company, and our inspectors as individuals, have no interest or connection, financially or otherwise, present or contemplated, with any transactions concerning this property, nor with any professionals or trades-people that may be involved.

**Limitation on Reliance:** Sims Inspections has performed this inspection solely and exclusively for the Client who signed below and no one else. This Report does not transfer to anyone else, and cannot be relied upon by anyone



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other than the Client. In addition, because the conditions of any property may change over time, and may change based upon things that are not readily observable. In other words the Report only reflects a "snapshot" in time of the day of the Inspection.

**Dispute Resolution:** Any disagreement or dispute arising out of or relating to this Inspection or Report, unless a mutual settlement agreement is reached by all parties, shall be decided by the following procedures. First, either party will send written notice of the dispute to the other party specifying the nature of the dispute. Second, the parties will meet, in person, in a good faith attempt to resolve such dispute. If the parties are unable to resolve such dispute by such meeting, then they shall mediate the dispute before a mediator agreed to by the parties. Should the parties be unable to agree to a mediator, a mediator may be appointed by any circuit court judge upon request of either party. Such mediator shall be certified by the Florida Supreme Court and the mediation shall proceed under the statutes and rules governing mediation in Florida. Should the parties be unable to resolve the dispute through mediation, then the matter shall be submitted for decision through litigation to a judge of the circuit or county court of the county in which the property is located. EACH PARTY HEREBY WAIVES THEIR RIGHT TO HAVE ANY MATTER OR DISPUTE ARISING OUT OF OR RELATING TO THIS CONTRACT TRIED TO A JURY. RATHER, THE PARTIES AGREE THAT ALL SUCH DISPUTES SHALL BE TRIED ONLY TO THE COURT IN A NON-JURY FINAL HEARING.

Client agrees to allow Sims Inspections or its agents to review the conditions of any claim, item, or matter in dispute prior to disturbing the conditions and before any repairs or alterations are made to anything which may be viewed as evidence relating to the complaint, otherwise the right to make said claim is waived.

**Attorneys' Fees:** In the event of any dispute regarding the enforceability or validity of the Limitation of Liability contained in the Agreement, the prevailing



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party in such dispute shall recover its reasonable attorneys' fees and costs from the non-prevailing party, whether incurred in litigation, arbitration, mediation, or an appeal.

**Payment:** Client accepts full responsibility for all fees due, as compensation to Sims Inspections, for services rendered and also any other expenses that may arise, should a collection process become necessary. This responsibility remains valid under any circumstances and whether or not the sales transaction is completed through closing.