

INSPECTIONS Inc.

Client: _____ Date: _____
 Address: _____

Standards of Practice

61-30.801 Standards of Practice, General.

- (1) Home inspections performed to these Standards of Practice are intended to provide the client with information regarding the overall condition of installed systems and components of the home based on observation of the visible and apparent condition of the structure and components at the time of the home inspection and to report on those systems and components inspected that, in the professional opinion of the inspector, are significantly deficient or at the end of their service lives. A home inspection does not include the prediction of future conditions.
- (2) These standards shall not be construed as limiting the scope of the inspection process in those areas where the inspector is qualified and/or has special knowledge.
- (3) The inspector shall inspect readily accessible, installed systems and components of homes listed in these Standards of Practice by using normal operating controls and opening readily operable access panels. Where multiple instances of the same component exist, a representative number shall be inspected.
- (4) The inspector shall inspect and report as required by Section 468.8323, F.S., when required by these standards, systems or components by their type and/or significant characteristics.
- (5) If not self-evident to the client at the time of inspection, the inspector shall give a reason why, in his or her opinion, the system or component was reported as significantly deficient or near the end of its service life.
- (6) The inspector shall make recommendations for correction and/or monitoring, or further evaluation of the deficiencies that the inspector observed.
- (7) These Standards of Practice do not limit inspectors from:
 - (a) Including other inspection services, in addition to those required by these Standards of Practice;
 - (b) Specifying repairs, provided the inspector is appropriately qualified;
 - (c) Excluding systems and components from the inspection if agreed upon in writing by the inspector and client.

61-30.802 Standards of Practice, Structure.

- | | |
|---|--------------------------------------|
| (1) Structural system and components include the following: | (g) Beams; |
| (a) Foundation; | (h) Columns; |
| (b) Floor structure; | (j) Joists; |
| (c) Wall structure; | (k) Rafters; |
| (d) Ceiling structure; | (l) Trusses; |
| (e) Roof structure; | (m) Other framing; and |
| (f) Posts; | (n) Ventilation of foundation areas. |
- (2) The inspector shall inspect all of the visible structural systems and components by probing structural components where deterioration is visible or suspected or where clear indications of possible deterioration exist. Probing is not required when, in the opinion of the inspector, probing would only further damage any area already identified as defective or where no deterioration is visible or presumed to exist.
 - (3) The inspector is not required to enter or traverse any under-floor crawl space or attic, if in the opinion of the inspector:
 - (a) An unsafe or unsanitary condition exists;
 - (b) Enter areas in which inadequate clearance exists to allow the inspector safe entry or traversing;
 - (c) The potential exists to cause damage to insulation, ductwork, other components or stored items.
 - (4) The inspector is not required to provide any engineering or architectural services or offer an opinion as to the adequacy of any structural system or component.

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Standards of Practice

61-30.811 Standards of Practice, Site Conditions that Affect the Structure.

- (1) Site conditions that affect the structure include the following:
- (a) Vegetation;
 - (b) Grading;
 - (c) Surface drainage; and
 - (d) Retaining walls on the property when any of these are likely to adversely affect the structure.

- (2) The inspector shall inspect all of the visible and readily accessible site conditions that affect the structure.
- (3) The inspector is not required to inspect:
- (a) Geological, geotechnical or hydrological site conditions;
 - (b) Erosion control and earth stabilization measures.

61-30.807 Standards of Practice, Interior Components.

- (1) The interior components that shall be inspected include the following:
- (a) Interior walls, ceilings, and floors;
 - (b) Steps, stairways, and railings;
 - (c) Countertops and representative number of installed cabinets;
 - (d) Garage doors;
 - (e) Interior and exterior doors and windows and their operating locks and latches or other opening mechanisms;
 - (f) Insulation and vapor retarders in unfinished spaces;
 - (g) Fireplaces and solid fuel burning appliances;

- (2) The inspector shall inspect all of the visible and readily accessible interior components. When inspecting doors and windows, the inspector may inspect a representative number of doors and windows. The inspector shall inspect household appliances for normal operation – using normal operating controls to activate a primary function. Inspectors will not operate systems or appliances with owners’ belongings, or if there is a risk to the property being inspected. Inspectors will first review the system to be operated and use professional judgment as to whether it is safe to operate using normal operating controls and report accordingly.
- (h) Vent systems, flues, and chimneys; (i) Household appliances.

- (3) The inspector is not required to inspect:
- (a) Paint, wallpaper, window treatments, and other specialty finish treatments;
 - (b) Carpeting;
 - (c) Window treatments;
 - (d) Central vacuum systems;
 - (e) Recreational facilities;

- (f) Fire screens and doors, if not permanently attached;
- (g) Seals and gaskets on fireplaces;
- (h) Automatic fuel feed devices;
- (i) Mantles and fireplace surrounds;
- (j) Combustion make-up air devices;
- (k) Heat distribution assists whether gravity controlled or fan assisted in fireplaces.

- (4) The inspector is not required to:
- (a) Open or operate any windows or doors and access covers that are permanently or temporarily secured by mechanical means, are painted shut, or are blocked by stored items or furniture;
 - (b) Ignite or extinguish fires;
 - (c) Light gas fireplaces or heaters, or other unlit pilot light devices;
 - (d) Determine draft characteristics for fireplaces and chimneys;
 - (e) Move fireplace inserts or stoves or firebox contents;
 - (f) Disturb insulation;
 - (g) Activate any system or appliance that is shut down, disconnected, or otherwise rendered inoperable;
 - (h) Operate or evaluate any system, component or appliance that does not respond to normal user controls;
 - (i) Operate any gas appliance that requires the manual lighting of a pilot light or burner device;

- (j) Operate any system, appliance or feature that requires the use of special codes, keys, combinations, or devices or where user manual reference is required;
- (k) Operate any system, component, or appliance where in the opinion of the inspector, damage may occur;
- (l) Determine thermostat(s) calibration, adequacy of heating elements, operate or evaluate self cleaning cycles, door seals, indicator lights, timers, clocks or timed features, defrost cycles or frost free features, or other specialist features as it applies to the appliance device;
- (m) Determine leakage from microwaves ovens;
- (n) Determine the presence or operation of back draft damper devices in exhaust devices;
- (o) Move any appliance;
- (p) Confirm operation of every control or feature of a system or appliance.

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Standards of Practice

61-30.806 Standards of Practice, Plumbing System.

- (1) Plumbing systems and components include the following:
- (a) Interior water supply piping and distribution systems including all fixtures, faucets, and components;
 - (b) Drain, waste and vent systems, including all plumbing fixtures;
 - (c) Plumbing related vent systems, flues, and chimneys;
 - (d) Drainage sumps, sump pumps, and related piping;
 - (e) Materials used for water supply, drain, waste, and vent piping;
 - (f) Water heating equipment including the energy source;
 - (g) Main water and main fuel shut-off valves.

- (2) The inspector shall inspect all of the visible and readily accessible plumbing systems and components.
- (3) The inspector is not required to inspect:
 - (a) Wells or water storage related equipment;
 - (4) The inspector is not required to:
 - (a) Test shower pans, tub and shower surround for leakage;
 - (b) Operate safety valves or shut-off valves;
 - (c) Determine whether water supply and waste disposal systems are public or private;
 - (d) Determine the quantity or quality of the water supply, or if the function flow at the time of the inspection or thereafter will meet the client's needs.

61-30.803 Standards of Practice, Electrical Systems.

- (1) Electrical systems and components include the following:
- (a) Service entrance conductors, drip loop, cables, and raceways;
 - (b) Main service equipment and main disconnects;
 - (c) Service grounding;
 - (d) Interior components of main service panels and sub panels;
 - (e) Conductors;
 - (f) Over current protection devices;
 - (g) Readily accessible installed lighting fixtures, switches, and receptacles;
 - (h) Ground fault circuit interrupters;
 - (i) Amperage and voltage rating of electrical service;
 - (j) Main disconnect(s);
 - (k) Methods or types of wiring;
 - (l) Smoke detectors;
 - (m) Carbon monoxide detectors;
 - (n) Arc fault circuit interrupters.
- (2) The inspector shall inspect all of the visible and readily accessible electrical systems and components.

- (3) The inspector is not required to inspect:
 - (a) Remote control devices;
 - (b) Security alarm systems and components;
 - (c) Low voltage wiring, systems and components, ancillary wiring and systems and components not a part of the primary electrical power distribution system;
 - (d) Generators, photovoltaic solar collectors or battery or electrical storage devices and associated equipment.
 - (4) The inspector is not required to:
 - (a) Measure amperage, voltage or impedance;
 - (b) Perform a load calculation;
 - (c) Insert any tool, probe, or device into any electrical component;
 - (d) Determine the accuracy of circuit labeling.

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Standards of Practice

61-30.804 Standards of Practice, HVAC Systems.

- (1) HVAC systems and components include heating and air conditioning systems and components and HVAC distribution systems and components.
- (2) Heating and air conditioning systems and components.
 - (a) The heating and air conditioning (HVAC) systems and components include the following:
 1. Installed heating equipment;
 2. Fuel storage and fuel distribution systems;
 3. Vent systems, flues, and chimneys;
 4. Ductwork and air distribution components;
 5. Mechanical ventilation systems;
 6. Heating system energy source(s);
 7. Heating system capacity in BTUs or kilowatts.
 - (b) The inspector shall inspect all readily accessible heating and air conditioning systems and components.
 - (c) The inspector is not required to inspect:
 1. Interiors of flues or chimneys which are not readily accessible;
 2. Heat exchangers;
 3. Humidifiers or dehumidifiers;
 4. Electronic air filters, sanitizers, or UV lights;
 5. Solar space heating systems;
 6. Internal components such as coils and pans.

- (3) HVAC distribution systems and components.
 - (a) The heating and air conditioning (HVAC) distribution systems and components include the following:
 1. Energy source;
 2. Cooling method by its distinguishing characteristics;
 3. The presence of condensate over flow warning/shutoff devices.
 - (b) The inspector shall inspect readily accessible HVAC distribution systems.
 - (c) With regards to HVAC distribution systems, the inspector is not required to inspect:
 1. Electronic air filters, sanitizers, or UV lights;
 2. Humidistats;
 3. Automatic HVAC zoned systems, dampers, controls, that are not readily accessible;
 4. Removable window air conditioning systems.
 - (3) The inspector is not required to:
 - (a) Determine heat supply adequacy or distribution balance;
 - (b) Operate heat pump systems when ambient temperatures pose the potential for damage to the air conditioning system;
 - (c) Determine cooling supply adequacy, distribution balance or indoor air quality;
 - (d) Operate the air conditioning system when ambient temperatures pose the potential for damage to the air conditioning system.

61-30.805 Standards of Practice, Roof Covering.

- (1) Roof covering systems and components include the following:
 - (a) Roofing materials;
 - (b) Flashings;
 - (c) Skylights, chimneys, and roof penetrations;
 - (d) Roof drainage systems;
 - (e) Ventilation of attics; and
 - (f) Insulation of attics.
- (2) The inspector shall inspect all of the visible and readily accessible roof covering systems and components.
- (3) The inspector is not required to inspect:
 - (a) Components or systems that are not readily accessible;
 - (b) Antenna or other installed accessories;
 - (c) Interiors of flues or chimneys which are not readily accessible.

- (4) The inspector is not required to walk on the roof surface when, in the opinion of the inspector, the following conditions exist:
 - (a) Roof slope is excessive to safely walk on;
 - (b) There is no safe access to the roof;
 - (c) Climatic conditions render the roof unsafe to walk on;
 - (d) Condition of the roofing material or roof decking renders the roof unsafe to walk on;
 - (e) Walking on the roof may cause damage to the roof covering materials; and
 - (f) Walking will place any liability or danger to the homeowner or other representatives involved in the home inspection process.
- (5) The inspector is not required to disturb insulation.

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Standards of Practice

61-30.810 Standards of Practice, Exterior Components.

- (1) Exterior systems and components include the following:
 - (a) Exterior wall cladding/siding, flashing and trim;
 - (b) All exterior doors;
 - (c) Attached decks, balconies, stoops, steps, porches, and their associated railings;
 - (d) Eaves, soffits and fascias where accessible from the ground level;
 - (e) Walkways, patios, and driveways leading to the dwelling entrances;
 - (f) Garages and carports.
- (2) The inspector shall inspect all of the visible and readily accessible exterior systems and components.

- (3) The inspector is not required to inspect:
 - (a) Window and door screening, shutters, awnings, and similar seasonal or protective accessories and devices;
 - (b) Fences;
 - (c) Recreational facilities;
 - (d) Outbuildings, with the exception of garages and carports;
 - (e) Swimming pools, seawalls, break-walls, boat lifts and/or docks.
- (4) The inspector is not required to move furniture, appliances, lawn and garden equipment, tools, stored items, wall decorations, floor covering, clothing or any items that block the view and access to components or structures.

Additional Standards of Practice

Lawn sprinkler Systems

- 10.1 The inspector shall:
- A. Describe:
- 1. The water source.
 - 2. The actuation device (timer, manual valves, etc.).
 - 3. The type of visible piping present.
- B. Inspect:
- 1. The actuation device (timer, manual valves, etc.).
 - 2. The visible piping present.
 - 3. Each zone for proper actuation.

- 10.2 The inspector will **NOT**:
- 1. Observe maintenance items.
 - 2. Adjust any sprinkler heads.
 - 3. Determine the overall effectiveness of the system.
 - 4. Warranty any portion of the system.

Pool/Spa Systems

- 11.1 The inspector shall:
- A. Observe and Inspect:
- 1. The actuation device (timer, manual switch, etc.).
 - 2. The filtration device.
 - 3. The pump.
 - 4. The pressure gauge (when present).
 - 5. The pool light.
 - 6. The visible piping.
 - 7. Evidence of leaks.
 - 8. Cracks in the pool surface.

- 11.2 The inspector will **NOT**:
- 1. Determine the water quality.
 - 2. Perform any maintenance work while inspecting the pool.
 - 3. Perform a leak test.
 - 4. Provide a warranty of any kind for the pool inspection.
 - 5. Re-inspect the pool system after any repairs have been performed.

Fungi and/or Mold

This property was not inspected for any fungi and no opinion on health related effects or indoor air quality is provided or rendered by this report. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained or qualified to render such opinions. Magnum Inspections Inc. nor its officers or assigns will not be held responsible for any damages financial or otherwise resulting from any alleged mold/fungi infestation.

Insects/Rodents/Vermin/Wood Destroying Organisms

This property was not inspected for the presence of any insects, rodents or other vermin. It is recommended that a proper Wood Destroying Organism (WDO) inspection be performed by a properly licensed company/inspector. Magnum Inspections Inc. nor its officers or assigns will not be held responsible for any damages financial or otherwise resulting from any alleged insect/rodent/vermin infestation.

Code Violations or Enforcement of any Building Code

This inspection is not to be confused in any way, shape or form, for a code inspection of any kind. Any code inspection falls under the jurisdiction of either the State of Florida, County, or City in which the inspection was performed.

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Standards of Practice

GENERAL LIMITATIONS AND EXCLUSIONS

17.1 General limitations:

- A. Inspections performed in accordance with these Standards of Practice:
 1. Are **NOT** technically exhaustive.
 2. Will **NOT** identify concealed conditions or latent defects.
- B. These Standards are applicable to buildings with four or fewer dwelling units and their garages or carports.

17.2 General exclusions:

- A. The inspector will **NOT** perform any action or make any determination unless specifically stated in these Standards of Practice, except as may be required by lawful authority.
- B. Inspectors will **NOT** determine:
 1. The condition of systems or components which are not readily accessible.
 2. The remaining life of any system or component.
 3. The strength, adequacy, effectiveness, or efficiency of any system or component.
 4. The causes of any condition or deficiency.
 5. The methods, materials, or costs of corrections (estimates may be provided, however, they are not the actual costs of the repairs).
 6. Future conditions including, but not limited to, failure of systems and components.
 7. The suitability of the property for any specialized use.
 8. Compliance with regulatory requirements (codes, regulations, laws, ordinances, etc.).
 9. The market value of the property or its marketability.
 10. The advisability of the purchase of the property.
 11. The presence of potentially hazardous plants or animals including, but not limited to wood destroying organisms or diseases harmful to humans.
 12. The presence of any environmental hazards including, but not limited to toxins, carcinogens, noise, and contaminants in soil, waters, and airs.
 13. The effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances.
 14. The operating costs of systems or components.
 15. The acoustical properties of any system or component.
- C. Inspectors will **NOT** offer:
 1. Or perform any act or service contrary to law.
 2. Or perform engineering services.
 3. Or perform work in any trade or any professional service other than home inspection.
 4. Warranties or guarantees of any kind.
- D. Inspectors will **NOT** operate:
 1. Any system or component which is shut down or otherwise inoperable.
 2. Any system or component which does not respond to normal operating controls.
 3. Shut-off valves.
- E. Inspectors will **NOT** enter:
 1. Any area which will, in the opinion of the inspector, likely be dangerous to the inspector or other persons or damage the property or its systems or components.
 2. The under-floor crawl spaces or attics, which are not readily accessible.
- F. Inspectors will **NOT** inspect:
 1. Underground items including, but not limited to underground storage tanks or other underground indications of their presence, whether Abandoned or active.
 2. Systems or components which are not installed.
 3. Decorative items. Cosmetic items. Floor coverings. Wall coverings. Ceiling coverings.
 4. Systems or components located in areas that are not entered in accordance with these Standards of Practice.
 5. Detached structures other than garages and carports.
 6. Common elements or common areas in multi-unit housing, such as condominium properties or cooperative housing.
- G. Inspectors will **NOT**:
 1. Perform any procedure or operation which will, in the opinion of the inspector, likely be dangerous to the inspector or other persons or damage the property or it's systems or components.
 2. Move suspended ceiling tiles, personal property, furniture, equipment, plants, soil, snow, ice, or debris.
 3. Dismantle any system or component, except as explicitly required by these Standards of Practice.
- H. Chinese Drywall.
 1. The Inspector will not inspect for tainted or so-called "Chinese" drywall, unless specifically requested. If requested, the results will appear on a separate report. Magnum Inspections Inc. will not be responsible for any damages resulting from the presence of Chinese drywall.

INSPECTIONS Inc.

Client: _____ Date: _____
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Pre-Inspection Agreement/Contract for Services

For the fee agreed upon, Client (named above) (“CLIENT”), and Eric Van De Ven (hereinafter “INSPECTOR”) Collectively referred to herein as “the parties.”

The Parties understand and voluntarily agree as follows:

- INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained- for report. The report is only supplementary to the seller’s disclosure.
- Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current *Standards of Practice* listed on pages three through seven of this report. Although INSPECTOR agrees to follow the *Standards of Practice*, CLIENT understands that these standards contain limitations, exceptions, and exclusions. CLIENT understands that InterNACHI is not a party to this Agreement and has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon – a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in a separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.
- The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in this Agreement. INSPECTOR’S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs or similar defects.
- INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney’s fees and expenses arising out of or related to the INSPECTOR’S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
- INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.

LICENSED

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MAGNUM

INSURED

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INSPECTIONS Inc.

Client: _____ Date: _____

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Pre-Inspection Agreement/Contract for Services

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises prior to any litigation attempt. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against InterNACHI itself allegedly arising out of this Agreement or Inspector's relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado. No such action may be filed unless the plaintiff has first provided InterNACHI with 30 days' written notice of the nature of the claim. In any action against INSPECTOR and/or InterNACHI, CLIENT waives trial by jury.

8. If any court declares any provision of this Agreement invalid, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change shall be enforceable against any party unless it is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one hundred twenty days from the date of the inspection.

9. Payment of the fee to INSPECTOR is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

10. This Agreement is not transferable or assignable.

11. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6176111 STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
HOME INSPECTORS LICENSING PROGRAM SEQ# L12062700576

DATE	BATCH NUMBER	LICENSE NBR
06/27/2012	118212730	HI591

The HOME INSPECTOR
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: JUL 31, 2014

VAN DE VEN, ERIC CHARLES
451 PALMETTO DR
COCONUT CREEK FL 33066

RICK SCOTT GOVERNOR DISPLAY AS REQUIRED BY LAW KEN LAWSON SECRETARY

LICENSED

www.magnuminspections.com

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INSURED

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Phone: (954) 340-6615

INSPECTIONS Inc.

Client: _____ Date: _____

Address: _____

Pre-Inspection Agreement/Contract for Services

Pre-Inspection Agreement Please Read Carefully

The undersigned (Client) hereby warrants that arrangements have been made and all needed permission obtained to allow Magnum Inspections Inc. personnel to enter and inspect the subject property listed above, in accordance with the conditions and limitations set forth below and those located in the "Standards of Practice" pages (pages 1-1D) and the "Contract for Services" portion of this agreement (pages 1E-1G) in this report.

Single Family Residence - Complete Inspection Including Structure, Systems and Grounds

Magnum Inspections Inc. has encouraged the client to be present at the inspection and the client understands that participation is at the client's own risk and peril relative to personal injury or property damage. If electing to be absent, client accepts responsibility for any incomplete information or misunderstanding arising there from which may affect the value of the inspection.

Magnum Inspections Inc. does not expressly or imply, warrant or guarantee its inspection, inspection report, or the condition of the subject property, in whole or in part. The client acknowledges understanding and agreement that the liability will be limited and restricted to the cost of this inspection and on that basis and in reliance on client's understanding and agreement, Magnum Inspections Inc. shall undertake and complete the inspection of this property.

Magnum Inspections Inc. expresses no opinion on the condition of this property beyond what is set forth in its written Inspection Report. Client understands that Magnum Inspections Inc. does not inspect for compliance with building codes or regulations of any governmental or non-governmental body or entity. The determination of the existence of potential design flaws, hidden defects, insect or other pest infestation, environmental hazards, and the adequacy of well and septic systems are specifically excluded from this inspection. This property was not inspected for any fungi and no opinion on health related effects or indoor air quality is provided or rendered by this report.

Client understands that this inspection is only a guide to use as part of the client's own evaluation of the overall condition of the property. It is essentially a visual examination of readily accessible areas, it could be limited by weather conditions, and that excavation, lifting of floor coverings, opening walls or ceilings, moving of furniture, personal, or stored items, disassembly of equipment, or other potentially damaging or dangerous procedures will not be performed. Client also understands that any inspection cannot be exhaustive, that it may in part rely on the random sample of some items, that every component cannot be examined, nor every defect identified. Opinions expressed regarding adequacy, capacity, or expected life of components are general estimates derived from similar components and wide variations from actual experience are not uncommon. The client is advised to consult further with an appropriate specialist on any item noted in need of repair, replacement, or further evaluation.

The liability of Magnum Inspections Inc. is strictly limited to the cost of this inspection.

The client agrees that Magnum Inspections Inc. will assume no liability for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. The Client has **30 days** from the date of inspection, to lodge a complaint in writing. Failure to lodge a complaint in writing, will revoke all Clients rights. Magnum Inspections Inc. also has the right to view the alleged claim prior to any remedies being performed.

In the event of any legal action by client against Magnum Inspections Inc., to recover damages or for remedy, any legal action in which Magnum Inspections Inc. prevails, whether by dismissal or adjudication on the merits, client shall pay all reasonable costs and attorney's fees material to said action or suit incurred by or on behalf of Magnum Inspections Inc.

If Client pays for the above referenced services by check and Clients check is returned NSF (non-sufficient funds), you can be held accountable for up to three times the amount of the check as per Florida law.

Code Inspection No Visual Inspection: Yes

Un-signed Pre-Inspection Agreement/Contract will revoke all Clients' rights. Magnum Inspections Inc. and Eric Van De Ven are separate entities. I, the undersigned (Client) have signed this document under no duress of any kind and understand all implications of this agreement.

Client: _____ Named Above Inspector: Eric Van De Ven

Signature of Client: _____ Read, understood, and agreed on this date: _____