

Scope of Inspection:

All reports are delivered via email (PDF) ~ Hard Copies = \$0.⁸⁵ per page + shipping.

The client, his/her representatives, and any other person or party designated by the client to receive information in this report shall be subject to the TERMS AND CONDITIONS contained herein. This inspection is not technically exhaustive; it is a limited visual inspection of the major systems and components of the home. Minor issues, cosmetic / aesthetic concerns, excluded areas specifically noted as outside the scope of this inspection, etc. may be noted in this report (if identified during the inspection process) as an added benefit to the client, but they are not part of our standard inspection. The only purpose for the inspection is to alert the client of major faults in the property. This report is solely for the benefit of the client. Sherlock Home Inspections will deliver this report to the client &/or his/her representative (Realtor), but also reserves the right to provide the property owner with a copy of the report at our discretion, especially if we uncover issues that could cause personal injury &/or property damage. The inspector will only inspect visible and accessible areas and components of the property. The report only reflects the visual observations of the inspector and apparent condition of the property at the time the inspection was performed. Conditions may not be apparent, and some issues may be undetectable at the time the inspection occurs due to inoperable systems, weather, etc. The inspector is not liable for the failure to find hidden or concealed defects, deficiencies, or problems that occur or become obvious after the inspection has been performed. Some defects may elude even the most vigilant inspector; the risk of unexpected problems is not eliminated, only reduced. The inspector **WILL NOT** perform invasive or destructive testing, or dismantle any systems, appliances or equipment. The report will identify only those defects that the inspector both observed and deemed material. The inspection fee is for a single visit to the property, additional fees may arise if the Customer requires additional visits. If the inspector is called upon for litigation or testimony as a result of this inspection, such services are not included in this scope of this inspection. Any previous repairs are assumed to be done by a professional, to industry standard & building code at time of repair, and will not be noted unless they are obviously incomplete or sub-standard. This Inspection or Report **DOES NOT** constitute (and is not intended, either expressed or implied to be) a compliance inspection with respect to any code, standard or regulation, a guarantee, warranty or policy of insurance, a survey, value appraisal or flood plain certification, a wood-destroying organism report, an opinion regarding the condition of title, zoning or compliance with restrictive covenants, an environmental or engineering analysis, an evaluation of geological stability, soil condition, sink holes, hurricane resistance, or structural stability, an energy efficiency evaluation, or a substitute for real estate disclosures. This Inspection or Report does not include a repair cost estimate. The inspector may offer a hypothesis as to a diagnosis or cause of an issue, but this is merely an educated guess based on experience and the evidence at hand, without conducting a technically exhaustive inspection, disassembling or dismantling any system components, invasive or destructive procedures, etc. Client agrees to obtain quotes for repairs of any and all issues or concerns before the end of the inspection period (or before it is too late to request repairs / concessions from the seller). Proper operation, maintenance, servicing, recommended repairs, and other topics may be discussed, and even included in this report, but they are not part of our inspection; they must be done properly and several should be completed by a professional. The inspection and report do not address and are not intended to address the possible presence of, or danger from any potentially harmful substances and environmental hazards including but not limited to radon gas, asbestos, formaldehyde, mold, mildew, fungi, or toxic / flammable materials / chemicals. Also excluded are inspections of and report on plumbing shut off valves, electrical timers, thermostatic or time clock controls, security systems, central vacuums, intercom systems, radio / remote controlled devices, adequacy or efficiency of any system or component, and prediction of life expectancy of any item. Periodic, intermittent, or sporadic issues are not likely to be detected during the course of this inspection. Any and all areas not included in this inspection (including, but not limited to fireplaces, elevators, environmental hazards, etc.) should be inspected by a professional licensed in that specific field.

Late Fees & Collection Fees – Bounced checks will incur a \$25 late fee + Invoices not paid within 30 days will incur a \$50 late fee, which will be added to and collected with the amount due for services rendered. In the event that collection services &/or litigation is required to collect payment of the amount due for services rendered, the \$50 late fee, all collection service fees, and / or all reasonable attorney &/or court fees will be surrendered by the client as damages.

Dispute Resolution:

Should any disagreement or dispute arise as a result of this agreement, inspection, or report, it shall be decided by binding arbitration. Such arbitration shall be conducted in a venue located within Lee County, Florida, and all arbitrators shall be familiar with the home inspection industry. Client will not disturb, repair or have repaired anything which may constitute evidence relating to a complaint, without first allowing the inspector or another representative from Sherlock Home Inspections to inspect the area of disagreement or dispute, as doing so will waive the right to make a claim.

LIMITATION OF LIABILITY

SHERLOCK HOME INSPECTIONS, ITS PRINCIPLES, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES ASSUME NO LIABILITY OR RESPONSIBILITY FOR THE INSPECTION OR REPORT. INSPECTOR ASSUMES NO LIABILITY OR RESPONSIBILITY 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. INSPECTOR'S LIABILITY FOR ERRORS OR OMISSIONS IN THE CONDUCT OF THIS INSPECTION AND ITS REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THE INSPECTION. THIS LIMITATION OF LIABILITY IS BINDING UPON CLIENT, HEIRS, SUCCESSORS AND ASSIGNS, AND ALL OTHER PARTIES CLAIMING BY OR THROUGH THE CLIENT. CLIENT ASSUMES THE RISK OF ANY AND ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO ACCEPT A REFUND OF THE INSPECTION FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.

AN INSPECTION WITHOUT LIABILITY LIMITED TO A REFUND OF THE FEE PAID FOR THE INSPECTION IS OFFERED. CLIENT MAY PAY AN ADDITIONAL \$1,500.00 TO RECEIVE AN INSPECTION AND REPORT WITHOUT THE LIMITATION, OR AN ADDITIONAL \$2,500.00 TO RECEIVE OUR "HOME BUY-BACK GUARANTEE."

Due to the nature of the services provided...

Our fee includes the inspection conducted (not merely the report), which is why payment is due at the time of inspection, (when services are rendered) not after reports are delivered.

Once Inspection Reports have been delivered, the client immediately benefits from the information within. Additionally, the reports no longer have monetary value to Sherlock Home Inspections & therefore they cannot be "returned" or "refunded." Condition of the home (good or bad) do not make a difference in the services rendered, which is why the results of the inspection do not change the amount due in any way.

Any billing / payment errors will be corrected immediately.

However, because (1) services are rendered once the inspection is conducted; (2) reports cannot be returned or refunded; and (3) the results of the inspection do not change the amount due in any way, the client agrees that once the inspection is conducted, he/she will not put a "stop payment" on checks, "dispute" credit card charges, or otherwise cancel payment in any way, but rather handle any disputes as per the "Dispute Resolution" section of the Agreement (above).

NEW CONSTRUCTION – Many possible issues with existing homes do not apply to new construction. Inspections of new construction will concentrate on quality of construction & finish work rather than wear & tear or system failures, etc.

TOWN HOMES & CONDOMINIUMS – Common areas and areas usually maintained by the Condo / Neighborhood Association are not included in the following inspection. Buyers should review ownership documents, and speak with the association to determine who is responsible for each area (roof, exterior, stairwells, irrigation, etc.) and ensure that the association can and will make repairs under its responsibility as required.

Pest Inspection &/or Wood Destroying Organism (WDO) – The inspector will visually inspect for live, dead, and evidence of insect and pests inside and outside the home / building. Inspectors observations will be recorded on report. WDO inspections must be conducted by a licensed Pest Control company.

Well - A well inspection consists of checking all well equipment for apparent proper working order. We will check all above-ground equipment. This includes all pumps, pressure tanks, pressure tank gauges and other fittings, water softeners, filters, aerators, etc. Our inspection does not include removing the well pump from the bottom of the well, but we will inspect the pipe coming from the well pump for noise and vibration. (See Water Quality Inspection below).

Pool, Deck, Enclosure & Equipment - Our examination of the pool, deck, enclosure, and equipment includes a visual examination of exposed and accessible components only. Our inspectors will inspect for apparent working order of all equipment. However, leaks, water suction, pressure, temperature, chemicals, etc. will not be inspected. We recommend you have a specialist demonstrate the proper operation, maintenance and service of all pool equipment.

Sea Wall, Dock, Boat Lift - Our examination of the sea wall, dock, and / or boat lift includes a visual examination of exposed and accessible components only. Our inspectors will inspect for apparent structural soundness and apparent working order of electrical and water service and all equipment.

Air Quality - This inspection is conducted, and report is provided as part of a Home Inspection as defined by Florida Statute 468.8311 which states that "Home inspection services" means ... site conditions that affect the structure... This Inspection or Report DOES NOT constitute (and is not intended, either expressed or implied to be) a Mold Assessment as defined by Florida Statute 468.8411. The inspection and report do not address and are not intended to formulate an initial hypothesis about the origin, identity, or extent of amplification of mold growth. The inspection and report WILL include air samples taken for the purposes of determining the presence of mold, mildew, and fungi, and the approximate concentration thereof with relation to normal ecology. However, they do not address and are not intended to address the possible health hazards of such mold, mildew, and fungi.

Water Quality – The Florida Department of Health recommends that all homes on private wells have their water quality inspected annually. We follow the Florida Department of Health procedures for collecting water samples. Samples are then tested by two separate laboratories. Test # 1 = pH, hardness, iron, hydrogen sulfide, tannins, & total dissolved solids (TDS). Test # 2 = Coliform which is a micro biological indicator of harmful bacteria / pathogens.

Lead - The inspection and report WILL include samples tested for the purposes of locating high concentrations of lead.

Septic - This inspection is conducted, and report is provided by a licensed Sewage Treatment & Disposal company. The inspector will pump out the septic tank and visually inspect for the size, dimensions, and material of the tank, along with baffles, filters, solid deflection devices, defects and leaks.

4 Point Insurance Inspection - A Four-Point Insurance Inspection is typically performed for a homeowner when requested by their insurance company to obtain a new insurance policy or renewing an existing policy. A Four-Point Insurance Inspection is far less in scope than a standard home inspection. This Four-Point Insurance Inspection is a limited, visual survey of the roof, electrical, heating/cooling, and plumbing systems.

Wind Mitigation - This inspection is conducted as per the most recent version of the state form.