



INSPECTION SERVICES AGREEMENT



Brine Development Services, llc dba Structural Plus
6625 Dolphin Cove Drive, Apollo Beach, Florida 33572
CGC1516754

THIS AGREEMENT made on this day, August 17, 2012, by and between Brine Development Services, llc, and its agents or representatives, (hereinafter referred to, interchangeably, as "INSPECTOR", and the undersigned "CLIENT"), collectively, referred to herein as "the parties." A total fee of \$ 464.50 shall be paid by the CLIENT, to INSPECTOR, at time of inspection, for the inspection services requested on EXHIBIT A attached to this agreement. Receipt of a deposit in the amount of \$ - , from or on behalf of the CLIENT, is hereby acknowledged.

The address of the property is: 6625 Dolphin Cove Drive, Apollo Beach, Florida 33572

The Parties understand and voluntarily agree as follows:

- 1. 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.
2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI")
3. The inspection and report are for the use of CLIENT only. Client understands that INSPECTOR will NOT discuss observations with third parties, such as real estate agents, owners, repairpersons, and other interested parties, without Client's specific authorization.
4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future.

Client's Initials \_\_\_\_\_

5. 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.

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. 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 year from the date of the inspection.

9. Payment of the fee to INSPECTOR (less any deposit noted above) 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. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.

11. This Agreement is not transferable or assignable.

12. 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.

13. "Your inspector may have an affiliation with a third party service provider ("TPSP") in order to offer you additional value-added services. By entering into this agreement you (a) authorize your inspector to provide your contact information (including telephone number) to the TPSP, (b) waive and release any restrictions that may prevent the TPSP from contacting you (including by telephone), and (c) authorize the TPSP to contact you (including by telephone) regarding special home alarm system offers."

14. HOLD HARMLESS AGREEMENT: CLIENT agrees to hold any and all insurance or real estate agents involved in the purchase or insuring of, or otherwise involved with, the property to be inspected, harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

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**Thomas M Tillman – CGC1516754 – HI5543**  
**Brine Development Services, llc dba Structural Plus**

Date \_\_\_\_\_

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CLIENT OR REPRESENTATIVE

**John J. Customer**

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Print Name

Date \_\_\_\_\_

# EXHIBIT A

John J. Customer  
6625 Dolphin Cove Drive, Apollo Beach, Florida 33572  
Friday, August 17, 2012

## Requested Inspection Services

Qty	Fees	Requested Service
1	\$ 275.00	<b>Standard Home Inspection (Up to 2,000 sf)</b>
	\$ 64.50	Additional Square Footage Fee Calculation 2,645 Total Sq Ft (Enter total square footage under roof)
1	\$ 100.00	<b>Wind Mitigation Inspection (WMI)</b>
	\$ (50.00)	WMI Multi-Inspection Discount
1	\$ 125.00	<b>4-Point Inspection (4-Point)</b>
	\$ (50.00)	4-Point Multi-Inspection Discount
	\$ -	<b>Roof Condition Certification (RCC)</b>
	\$ -	RCC Multi-Inspection Discount
	\$ -	<b>Energy Consumption Inspection (ECI)</b>
	\$ -	ECI Multi-Inspection Discount
	\$ -	<b>Hurricane Protection Evaluation (HPE)</b>
	\$ -	HPE Multi-Inspection Discount
	\$ -	<b>Replacement Cost Valuation (RCV)</b>
	\$ -	Additional Square Footage Fee Calculation Total Sq Ft (Enter total square footage under roof)
3	<u>\$ 464.50</u>	<b>Total Inspection Fees</b>

**Authorizations:**

	YES	No	Initials
Free 90-Day Buyer's Limited Warranty	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TMT
Free 120-Day Seller's Limited Warranty	<input type="checkbox"/>	<input type="checkbox" value="NA"/>	TMT
Free RecallChek and RecallTrak Enrollment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TMT
Free Discount Alarm Service Offer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TMT
Copy Your Real Estate Agent on Inspections Reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TMT

**Additional Person that are to receive a copy of the Inspection Reports:**

Name	Email Address	Initials