



14055 SW 142 Av Unit # 36, Miami FL. 33186. Ph: (786) 2300418

This inspection order and agreement limits our liability, please read carefully.

Client: _____

Address: _____

Agent: _____

Inspection date: _____	Inspection Fee:	\$ _____
	Optional Service A:	\$ _____
	Optional Service B:	\$ _____
	Total payment due:	\$ _____

KMM HOME & BUILDING INSPECTIONS

EXCLUSIONS AND LIMITATIONS

KMM HOME INSPECTIONS, LLC. AGREES TO, AT THE REQUEST OF THE CLIENT OR CLIENTS AGENT, PERFORM A LIMITED LIABILITY VISUAL INSPECTION OF THE ABOVE CAPTIONED PROPERTY. THE PURPOSE OF THIS INSPECTION IS TO IDENTIFY GENERAL FEATURES AND REPORT **OBSERVABLE MAJOR DEFICIENCIES**. THE FOLLOWING ARE NOT WITHIN THE SCOPE OF THE INSPECTION AND ARE EXCLUDED UNLESS SPECIFICALLY INCLUDED AS OPTIONAL SERVICES AT AN EXTRA FEE.

GENERAL EXCLUSIONS: SUBSURFACE SOIL CONDITIONS, WELLS, ANTENNAS, UNDERGROUND PIPING OF ANY TYPE, SEPTIC TANKS, UNDERGROUND WIRING/LIGHTING OF ALL TYPES, RETAINING WALLS, WATER MAINS, LEAD PAINT, REACTIVE/CORROSIVE OR HIGH SULPHOR CONTENT GYPSUM ("CHINESE DRYWALL"), OR ANY ENVIRONMENTAL HAZARD, DRYWELLS, SUMPS, CURBS, LANDSCAPING, LAWNS, SURFACE OR RAIN DRAINAGE, ALL DETACHED BUILDINGS, FENCES, SCREEN WALLS, SEAWALLS, BULKHEADS, DOCKS, BOAT DAVITS, UNDERGROUND PLUMBING, SCREENED AREAS, METAL ROOFS, NON-PERMANENT PORCH ROOFS, WATER TREATMENT SYSTEMS, OIL/FUEL TANKS, AND PEST INFESTATIONS.

INTERIOR EXCLUSIONS: VACUUM SYSTEMS, INTERCOMS, AUTOMATIC LIGHTING/ELECTRICAL SYSTEMS, SECURITY SYSTEMS, FIRE/SMOKE DETECTION SYSTEMS, CHIMNEY FLUES, AIR OR WATER FILTRATION, DEHUMIDIFIERS, HUMIDIFIERS, BURIED/CONCEALED PLUMBING, SHOWER PANS, SKYLIGHTS, SOLAR WATER COLLECTOR SYSTEMS, TIMERS OF ALL TYPES, LIGHT BULBS, ICE MAKERS, THERMOSTATS, OVEN CALIBRATION/TIMERS/CLEANING CYCLES, MOLD, RADON GAS, LEAD PAINT, ASBESTOS, OR ANY CONTAMINANT, CONCEALED APPLIANCE COMPONENTS.

ADDITION EXCLUSIONS: THE SCOPE OF POOL/SPA/JACUZZI/WHIRLPOOL INSPECTION IS LIMITED TO THOSE PARTS OF THE RELATED EQUIPMENT THAT ARE READILY OBSERVABLE BY A VISIBLE EXTERNAL INSPECTION FROM THE GROUND SURFACE AT THE TIME OF INSPECTION ONLY. ALSO EXCLUDED: NON-ACCESSIBLE POOL FINISH, POOL SHELL, HEATING SYSTEMS, SELF CLEANING SYSTEMS, TIMERS, FILTER INTERIORS, NON-VISIBLE POOL LEAKS. *POOLS ARE NOT TESTED FOR LEAKS*

PLEASE NOTE THAT ANY INFORMATION PROVIDED ON THE INSPECTION REPORT CONCERNING ANY EXCLUDED ITEM IS FOR INFORMATION ONLY AND DOES NOT CAUSE THE EXCLUDED ITEM TO COME WITHIN THE SCOPE OF THE INSPECTION.

CLIENT AND/OR REPRESENTATIVES INITIALS: _____

KMM HOME & BUILDING INSPECTIONS

A CONFIDENTIAL WRITTEN REPORT WILL BE FURNISHED BY **KMM HOME INSPECTIONS, LLC** AS EMPLOYEE OF AND FOR THE EXCLUSIVE USE OF THE NAMED CLIENT. IT IS EXPRESSLY AGREED THAT THIS REPORT CANNOT BE GIVEN TO OR USED BY A THIRD PARTY.

THE PURPOSE OF THE FURNISHED REPORT IS TO ALERT THE NAMED CLIENT TO MAJOR VISUALLY OBSERVED FUNCTIONAL, VISUALLY OBSERVED STRUCTURE, AND VISUALLY OBSERVED MECHANICAL DEFICIENCIES, AND DOES NOT INCLUDE COSMETIC OR ESTHETIC OR MAINTENANCE ITEMS. NO REPRESENTATION IS MADE AS TO VALUE OR MARKETABILITY OF ANY PROPERTY. THE INSPECTION REPORT OF FINDINGS COVERS AND INCLUDES ONLY SUCH PORTIONS OF THE SUBJECT PREMISES OR EQUIPMENT AS CAN BE SUBJECT TO A NON-INTRUSIVE AND NON-DESTRUCTIVE EXAMINATION MADE **WITHOUT REMOVING WALLS, COVERS, FURNITURE, CARPETS, PICTURES, PERSONAL BELONGINGS, DRAPES, OR STORED ITEMS OF ANY TYPE.**

WARNING IS HEREBY GIVEN THAT ALTHOUGH THE PREMISES AND EQUIPMENT MAY BE IN FUNCTIONAL CONDITION A TIME OF INSPECTION, THIS STATUS MAY CHANGE DUE TO NO FAULT OR OMISSION OF THE INSPECTOR. THE CLIENT ACCEPTS RESPONSIBILITY TO CONDUCT A COMPLETE PRE-CLOSING WALK THROUGH INSPECTION IN ORDER TO DISCOVER ANY NEW DEFECTS, CHANGES IN EQUIPMENT, OR TO INSPECT ANY AREAS NOT ACCESSIBLE AT TIME OF INSPECTION. ASSOCIATED BUILDING INSPECTORS OF FLORIDA DOES NOT PROVIDE AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE OF THE CONDITIONS NOTED OR CONTINUED FUNCTION OR LIFE OF THIS PROPERTY, EQUIPMENT, ITEMS OR SYSTEMS INSPECTED. THE CLIENT IS ADVISED TO OBTAIN A HOME BUYERS WARRANTY, APPLIANCE WARRANTY, OR SERVICE PROGRAM TO PROVIDE ANY SUCH DESIRED ASSURANCE OF CONTINUED FUNCTION.

IT IS EXPRESSLY AGREED THAT KMM HOME INSPECTIONS, LLC LIABILITY FOR MISTAKES OR OMISSIONS IN THE INSPECTION REPORT IS LIMITED TO REFUND OF THE FEE PAID FOR THE INSPECTION. THIS LIMITATION OF LIABILITY APPLIES TO ANYONE WHO CLAIMS TO BE, OR IS DAMAGED, OR HAS TO PAY EXPENSES OF ANY KIND AS A RESULT OF ANY OMISSIONS OR ERRORS IN THE INSPECTION REPORT AND IS BINDING ON THE CLIENT, CLIENT'S SPOUSE, HEIRS, PRINCIPALS, ASSIGNS ANYONE ELSE WHO MAY CLAIM THROUGH THE CLIENT. THE CLIENT AGREES TO ASSUME THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION AND AGREES TO ACCEPT A REFUND OF THE FEE PAID AS FULL AND COMPLETE SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION AND REPORT OF FINDINGS.

THIS INSPECTION IS PERFORMED IN ACCORDANCE WITH THE CURRENT PUBLISHED STANDARDS OF PRACTICE OF THE FLORIDA ASSOCIATION OF BUILDING INSPECTORS (FABI), A COPY OF WHICH IS AVAILABLE UPON REQUEST AT ANY TIME, INCLUDING BEFORE THE START OF THE INSPECTION. THE CLIENT AGREES TO ACCEPT THESE STANDARDS AS THE CURRENT INDUSTRY STANDARD OF PRACTICE. NO REPRESENTATIONS ARE MADE AS TO COMPLIANCE WITH ANY LOCAL, STATE, OR FEDERAL BUILDING OR HEALTH CODES AND REGULATIONS.

IN THE EVENT OF ANY DISCREPANCY OR CLAIM RELATING TO THE INSPECTION REPORT OF FINDINGS THE CLIENT AGREES TO NOTIFY **KMM HOME INSPECTIONS, LLC BY CERTIFIED MAIL AND TO GUARANTEE **KMM HOME INSPECTIONS, LLC** REPRESENTATIVE RIGHT AND ACCESS TO EXAMINE, INVESTIGATE AND PHOTOGRAPH THE CLAIM PRIOR TO THE CLIENTS PERFORMANCE OF REMEDIAL ACTION OR REPAIR. THIS IS A CONDITION PRECEDENT TO ANY CLAIM BY THE CLIENT. **FAILURE TO MEET THESE CONDITIONS AUTOMATICALLY RELEASES KMM HOME INSPECTION, LLC FROM ANY AND ALL LIABILITY IN CONNECTION WITH SAID CLAIM.****

ANY DISPUTE CONCERNING THIS AGREEMENT OR ARISING FROM THE INSPECTION OR REPORT OF FINDINGS SHALL BE RESOLVED BY BINDING ARBITRATION CONDUCTED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE PREVAILING PARTY IN ANY DISPUTE ARISING OUT OF THIS AGREEMENT, THE INSPECTION REPORT OF FINDINGS SHALL BE AWARDED ALL ATTORNEYS AND OR ARBITRATION FEES AND COSTS.

CLIENT AND/OR REPRESENTATIVES INITIALS: _____

KMM HOME & BUILDING INSPECTIONS

IMPORTANT: PLEASE READ AND SIGN BELOW

I HEREBY AUTHORIZE **KMM HOME INSPECTIONS, LLC** TO CONDUCT A VISUAL LIMITED LIABILITY INSPECTION OF THE PROPERTY IDENTIFIED ABOVE. **I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT. I AGREE TO CONFIRM RECEIPT AND UNDERSTANDING OF THE INSPECTION REPORT IN THE FOLLOWING 48 HOURS FROM THE TIME INSPECTOR SENDS THE REPORT.** I UNDERSTAND THAT IF NOT CONFIRMATION IS SENT, THE COMPANY (**KMM HOME INSPECTIONS, LLC**) WILL ASSUME THE INSPECTION REPORT IS WELL UNDERSTOOD. I ALSO UNDERSTAND THAT **KMM HOME INSPECTIONS, LLC** HAS THE RIGHT TO MAKE ADDITIONS OR CHANGES TO THE SUBMITTED REPORT IF UPON THE INSPECTORS REVIEW OF SAID REPORT, CHANGES OR ADDITIONS ARE NECESSARY. CLIENT WILL BE NOTIFIED BY EMAIL, TELEPHONE, OR MAIL WITHIN SEVEN WORKING DAYS OF ANY SUCH CHANGES OR ADDITIONS. I FURTHER UNDERSTAND AND AGREE THAT THIS INSPECTION AND REPORT OF FINDINGS IS NOT TO BE CONSTRUED AS A GUARANTEE OR WARRANTY OF THE CONDITION OR CONTINUED FUNCTION OF THE STRUCTURE OR SYSTEMS OF THE PROPERTY AND IS NOT INTENDED TO BE USED TO PLACE A VALUE OF THE PROPERTY. IT IS UNDERSTOOD THAT THE INSPECTION IS CONDUCTED BY AN INSPECTOR WHO IS A GENERALIST WITH LIMITED KNOWLEDGE IN MANY FIELDS AND IS NOT TO BE CONSIDERED AN EXPERT IN ANY SPECIFIC FIELD. **I AGREE THAT SHOULD THIS ACCOUNT BE REFERRED TO AN AGENCY OR ATTORNEY FOR COLLECTION THAT I WILL BE RESPONSIBLE FOR ALL COLLECTION COSTS, ATTORNEYS FEES AND COURT COSTS.**

Note: Without exception the Inspection Report will not be sent until the payment has been made.

I HAVE READ AND UNDERSTAND ALL PAGES OF THIS INSPECTION ORDER AND AGREEMENT.

CLIENTS SIGNATURE BINDS SPOUSE ET AL

DATE

I GIVE KMM HOME INSPECTIONS, LLC PERMISSION TO GIVE A COPY OF MY REPORT TO:

INITIAL APPROVAL _____