



# Inspection Report

**John Smi\*\***

**Property Address:**  
3851 NE 22\*\*  
Unit 17  
Lighthouse Point FL 33065



Front Door

## **Eagle Eye Home Inspections**

**Eric Wolf HI7359  
PO Box 8088  
Coral Springs, FL 33075  
954-254-6801**

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<b>Date:</b> 10/29/2012	<b>Time:</b> 4:30 PM	<b>Report ID:</b> 1201
<b>Property:</b> 3851 NE 22** Unit 17 Lighthouse Point FL 33065	<b>Customer:</b> John Smi**	<b>Real Estate Professional:</b>

### Comment Key or Definitions

The following definitions of comment descriptions represent this inspection report. All comments by the inspector should be considered before purchasing this home. Any recommendations by the inspector to repair or replace suggests a second opinion or further inspection by a qualified contractor. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

**Inspected (IN)** = I visually observed the item, component or unit and if no other comments were made then it appeared to be functioning as intended allowing for normal wear and tear.

**Not Inspected (NI)** = I did not inspect this item, component or unit and made no representations of whether or not it was functioning as intended and will state a reason for not inspecting.

**Not Present (NP)** = This item, component or unit is not in this home or building.

**Repair or Replace (RR)** = The item, component or unit is not functioning as intended, or needs further inspection by a qualified contractor. Items, components or units that can be repaired to satisfactory condition may not need replacement.

**This condominium inspection is a partial inspection and is performed on only those components that the buyer or homeowner is responsible for. It does not include the exterior components of the property, crawlspace or attic and all of the components contained therein as this is usually owned by the association and is not owned by the buyer or home owner. It is up to the buyer to determine if any of these excluded areas are in fact the buyers responsibility and if so, to notify the inspector so these areas will be inspected. Please note a different charge will apply should the buyer want these areas inspected. It also is not possible in some cases to inspect attic areas where a duplex unit exist and the buyer is purchasing the lower unit, or vice versa. Our company makes no representation as to the condition of these areas that were not inspected.**

**Standards of Practice:**

FABI Florida

**In Attendance:**

Vacant (inspector only)

**Type of building:**

Condominium

**Approximate age of building:**

Over 50 Years

**Temperature:**

Over 65

**Weather:**

Clear

## 1. Kitchen Components and Appliances

The home inspector shall observe and operate the basic functions of the following kitchen appliances: Permanently installed dishwasher, through its normal cycle; Range, cook top, and permanently installed oven; Trash compactor; Garbage disposal; Ventilation equipment or range hood; and Permanently installed microwave oven. The home inspector is not required to observe: Clocks, timers, self-cleaning oven function, or thermostats for calibration or automatic operation; Non built-in appliances; or Refrigeration units. The home inspector is not required to operate: Appliances in use; or Any appliance that is shut down or otherwise inoperable.



## Styles & Materials

**Cabinetry:**  
Laminate

**Countertop:**  
Laminate

		IN	NI	NP	RR
<b>1.0</b>	<b>Ceilings</b>	●			
<b>1.1</b>	<b>Walls</b>	●			
<b>1.2</b>	<b>Floors</b>	●			
<b>1.3</b>	<b>Pantry/Closet Doors</b>			●	
<b>1.4</b>	<b>Windows</b>	●			
<b>1.5</b>	<b>Counters and a Representative Number of Cabinets</b>				●
<b>1.6</b>	<b>Plumbing Drain and Vent Systems</b>	●			
<b>1.7</b>	<b>Plumbing Water Supply Faucets and Fixtures</b>	●			
<b>1.8</b>	<b>Outlets, Wall Switches and Fixtures</b>	●			
<b>1.9</b>	<b>Dishwasher</b>			●	
<b>1.10</b>	<b>Ranges/Ovens/Cooktops</b>	●			
<b>1.11</b>	<b>Range Hood</b>				●

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IN NI NP RR

**1.4** The Kitchen window is an upgraded window from rest of the building. This window is called a single hung window.

**1.5** The cabinets are on the older side and show some age. The drawer is broken as shown in the image. The cabinet under the sink shows signs of old water damage. No current water problem at the time of inspection. Simple repair can be done for about \$50.00-\$100.00(Picture 1)



1.5 Picture 1 Drawer to left of range.



1.5 Picture 2 Moisture damage.

**1.6** Plumbing does not have any current leaks. No garbage disposal was found and can be added for about \$250.00

**1.8** Any outlets near a water source should be GFI outlets by the Florida Building Code. No GFI outlets were found in the kitchen.

**1.10** All four burners heated up well.

**1.11** Range hood light works, but the exhaust fan did not work. It is suggested to replace the hood due to its age and life expectancy.

**2(A) . Living Room**



**Styles & Materials**

**Ceiling Materials:**  
Drywall

**Wall Material:**  
Drywall

**Floor Covering(s):**  
Tile

**Window Types:**  
Single-hung

		IN	NI	NP	RR
<b>2.0.A</b>	<b>Ceilings</b>	●			
<b>2.1.A</b>	<b>Walls</b>	●			●
<b>2.2.A</b>	<b>Floors</b>	●			
<b>2.3.A</b>	<b>Doors (Representative number)</b>				●
<b>2.4.A</b>	<b>Windows (Representative number)</b>	●			
<b>2.5.A</b>	<b>Outlets, Switches and Fixtures</b>	●			

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**IN NI NP RR**

**2.1.A** The utility closet is located just off of the main living area. There is some miscellaneous patching around the water heater.



2.1.A Picture 1

**2.3.A** Weather stripping is very important to energy savings. If weather stripping is not in good condition, you will be letting conditioned air out and heat in. Weather stripping is a typical maintenance item and easy to install.



2.3.A Picture 1

**2.4.A** The unit had upgraded, when compared to the building, single hung windows with accordion shutters.

**2(B) . Dining Room**



**Styles & Materials**

**Ceiling Materials:**  
Drywall

**Wall Material:**  
Drywall

**Floor Covering(s):**  
Tile

		IN	NI	NP	RR
<b>2.0.B</b>	<b>Ceilings</b>	•			
<b>2.1.B</b>	<b>Walls</b>				•
<b>2.2.B</b>	<b>Floors</b>	•			
<b>2.3.B</b>	<b>Outlets, Switches and Fixtures</b>	•			

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**IN NI NP RR**

**2.1.B** The glass wall seems to have been previously patched and needs to be replaced.



2.1.B Picture 1



**2(C) . Master Bedroom**



**Styles & Materials**

**Ceiling Materials:**  
Sheetrock

**Wall Material:**  
Sheetrock

**Floor Covering(s):**  
Tile

**Interior Doors:**  
Hollow core

**Window Types:**  
Single-hung

		IN	NI	NP	RR
<b>2.0.C</b>	<b>Ceilings</b>	●			
<b>2.1.C</b>	<b>Walls</b>	●			
<b>2.2.C</b>	<b>Floors</b>	●			
<b>2.3.C</b>	<b>Doors (Representative number)</b>	●			
<b>2.4.C</b>	<b>Windows (Representative number)</b>	●			
<b>2.5.C</b>	<b>Outlets, Switches and Fixtures</b>	●			●

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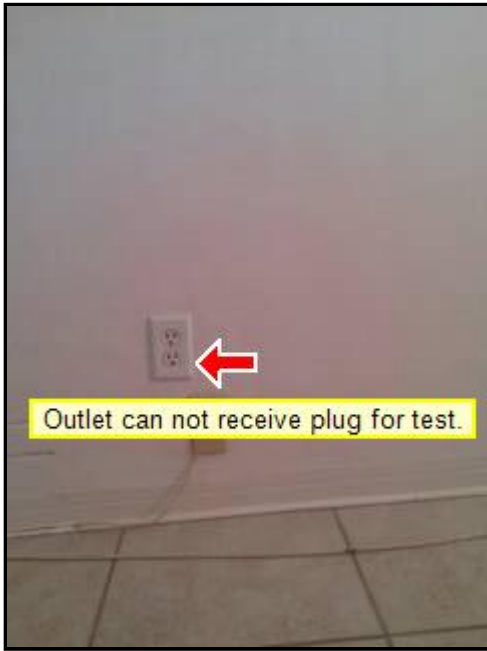
**IN NI NP RR**

**2.1.C** Miscellaneous patching from wall hung objects was found and to be expected. Walls seem to have a light knock down feature.

**2.3.C** The master bedroom has a newer exterior door. Looks to be installed correctly just needs some touch up paint around the opening. The door did not seem to have a NOA for hurricane protection or hurricane panels. The Master Bedroom interior door is hollow core and in good shape.

**2.4.C** Master Bedroom has one window.

**2.5.C** The outlet needs to be replaced. In its current state it can not be used. The estimate is based on a minimum charge for a service call.



2.5.C Picture 1 Outlet is located on south wall of bedroom.

**2(D) . Master Bathroom**

**Styles & Materials**

**Ceiling Materials:**

Drywall

**Wall Material:**

Drywall

**Floor Covering(s):**

Tile

**Interior Doors:**

Hollow core

**Window Types:**

Single pane

		IN	NI	NP	RR
<b>2.0.D</b>	<b>Ceilings</b>	•			
<b>2.1.D</b>	<b>Walls</b>	•			
<b>2.2.D</b>	<b>Floors</b>	•			
<b>2.3.D</b>	<b>Doors (Representative number)</b>	•			
<b>2.4.D</b>	<b>Windows (Representative number)</b>	•			
<b>2.5.D</b>	<b>Outlets, Switches and Fixtures</b>				•

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**2.4.D** There is 1 window in the bathroom over the bathtub.

**2.5.D** The Master Bathroom was located just outside of the master bedroom. The bathtub use to have a sliding glass door that was partially removed and left discoloration. The bathtub control is not original and when it was replaced it was not installed correctly. One of the screws is not in and affects the ability to use the control valve. It was also found that the outlet in the bathroom had an object stuck in the ground hole. This outlet should also be replaced with a GFI since it is close to a water source. Lastly the cabinet doors need to be realigned to close correctly.



2.5.D Picture 1 Master bathtub.



2.5.D Picture 2 Master Bath outlet.



2.5.D Picture 3 Master Bath cabinet.

### 3. Plumbing System

#### Styles & Materials

**Water Source:**  
Public

**Plumbing Water Supply (into home):**  
Copper

**Plumbing Water Distribution (inside home):**  
Copper

**Water Heater Power Source:**  
Electric

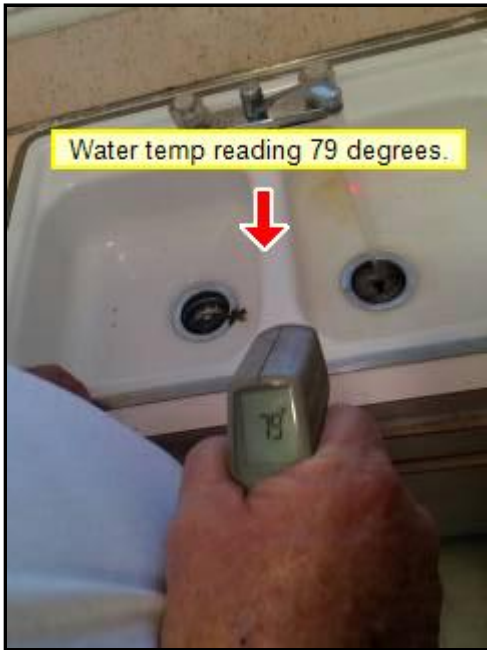
**Water Heater Location:**  
Utility Room

		IN	NI	NP	RR
<b>3.0</b>	<b>Plumbing Drain, Waste and Vent Systems</b>	●			
<b>3.1</b>	<b>Plumbing Water Supply and Distribution Systems and Fixtures</b>	●			
<b>3.2</b>	<b>Hot Water Systems, Controls, Chimneys, Flues and Vents</b>				●
<b>3.3</b>	<b>Main Water Shut-off Device (Describe location)</b>	●			

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**IN NI NP RR**

**3.2** The water heater was shut off when we arrived, but we turned it on during the inspection. After 30 minutes of warm up time the water temp at the kitchen sink was still reading 79 degrees. This shows that there is an issue with the water heater. Water at any sink in the home should be over 100 degrees when on hot. A water heater should be at temperature within 15 minutes.



3.2 Picture 1

**3.3** The main shut off valve for your unit is found in the utility closet with a blue handle.

## 4. Electrical System

		IN	NI	NP	RR
4.0	Service and Grounding Equipment, Main Overcurrent Device, Main and Distribution Panels	•			
4.1	Operation of GFCI (Ground Fault Circuit Interrupters)				•
4.2	Smoke Detectors	•			
		IN	NI	NP	RR

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**4.0** The existing panel seems to be well labeled. We did not find any GFI circuits in the home. This could be due to the age and the building codes at the time the unit was built.



4.0 Picture 1

**4.1** As noted earlier no GFI circuits are in the unit. One GFI should be added to the kitchen and the bathroom.

**5. Heating / Central Air Conditioning**

**Styles & Materials**

**Cooling Equipment Type:**

Window AC

		IN	NI	NP	RR
<b>5.0</b>	<b>Heating Equipment</b>		•		
<b>5.1</b>	<b>Cooling and Air Handler Equipment</b>	•			
<b>5.2</b>	<b>Presence of Installed Cooling Source in Each Room</b>	•			
		<b>IN</b>	<b>NI</b>	<b>NP</b>	<b>RR</b>

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**5.0** It is not good for units to produce heat in temperatures outside over 65 degrees.

**5.1** The unit has two window units. Both units seem to be in good working order and are putting air out, while on cool, at 53 degrees. This is excellent for window units.

**5.2** The main living area has one window unit and the master bedroom has another.

## General Summary



### Eagle Eye Home Inspections

**PO Box 8088  
Coral Springs, FL 33075  
954-254-6801**

**Customer**  
John Smi\*\*

**Address**  
3851 NE 22\*\*  
Unit 17  
Lighthouse Point FL 33065

The following items or discoveries indicate that these systems or components **do not function as intended** or **adversely affects the habitability of the dwelling**; or **warrants further investigation by a specialist**, or **requires subsequent observation**. This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function or efficiency of the home. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report.

## 1. Kitchen Components and Appliances

### 1.5 Counters and a Representative Number of Cabinets

#### Repair or Replace

\$0 - \$100

The cabinets are on the older side and show some age. The drawer is broken as shown in the image. The cabinet under the sink shows signs of old water damage. No current water problem at the time of inspection. Simple repair can be done for about \$50.00-\$100.00(Picture 1)

### 1.11 Range Hood

#### Repair or Replace

\$250 - \$500

Range hood light works, but the exhaust fan did not work. It is suggested to replace the hood due to its age and life expectancy.

## 2(A). Living Room

### 2.1.A Walls

#### Inspected, Repair or Replace

\$0 - \$100

The utility closet is located just off of the main living area. There is some miscellaneous patching around the water heater.

### 2.3.A Doors (Representative number)

#### Repair or Replace

\$0 - \$100



## 2(A). Living Room

Weather stripping is very important to energy savings. If weather stripping is not in good condition, you will be letting conditioned air out and heat in. Weather stripping is a typical maintenance item and easy to install.

## 2(B). Dining Room

### 2.1.B Walls

#### Repair or Replace

\$250 - \$500

The glass wall seems to have been previously patched and needs to be replaced.

## 2(C). Master Bedroom

### 2.5.C Outlets, Switches and Fixtures

#### Inspected, Repair or Replace

\$0 - \$100

The outlet needs to be replaced. In its current state it can not be used. The estimate is based on a minimum charge for a service call.

## 2(D). Master Bathroom

### 2.5.D Outlets, Switches and Fixtures

#### Repair or Replace

\$101 - \$250

The Master Bathroom was located just outside of the master bedroom. The bathtub use to have a sliding glass door that was partially removed and left discoloration. The bathtub control is not original and when it was replaced it was not installed correctly. One of the screws is not in and affects the ability to use the control valve. It was also found that the outlet in the bathroom had an object stuck in the ground hole. This outlet should also be replaced with a GFI since it is close to a water source. Lastly the cabinet doors need to be realigned to close correctly.

## 3. Plumbing System

### 3.2 Hot Water Systems, Controls, Chimneys, Flues and Vents

#### Repair or Replace

Detailed quotation required.

The water heater was shut off when we arrived, but we turned it on during the inspection. After 30 minutes of warm up time the water temp at the kitchen sink was still reading 79 degrees. This shows that there is an issue with the water heater. Water at any sink in the home should be over 100 degrees when on hot. A water heater should be at temperature within 15 minutes.

## 4. Electrical System

### 4.1 Operation of GFCI (Ground Fault Circuit Interrupters)

#### Repair or Replace

As noted earlier no GFI circuits are in the unit. One GFI should be added to the kitchen and the bathroom.

Home inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic items, underground items, or items not permanently installed. Home inspectors are not required to: Offer warranties or guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to mold, toxins, carcinogens, noise, contaminants in the building or in soil, water, and air; Determine the effectiveness of any system installed to control or remove suspected hazardous substances; Predict future condition, including but not limited to failure of components; Since this report is provided for the specific benefit of the customer(s), secondary readers of this information should hire a licensed inspector to perform an inspection to meet their specific needs and to obtain current information concerning this property.

*Prepared Using HomeGauge <http://www.HomeGauge.com> : Licensed To Eric Wolf*



# INVOICE

**Eagle Eye Home Inspections**  
**PO Box 8088**  
**Coral Springs, FL 33075**  
**954-254-6801**  
**Inspected By: Eric Wolf**

**Inspection Date:** 10/29/2012  
**Report ID:** 1201

<b>Customer Info:</b>	<b>Inspection Property:</b>
John Smi** 3851 NE *** Unit 17 Lighthouse Point FL 33065  <b>Customer's Real Estate Professional:</b>	3851 NE 22** Unit 17 Lighthouse Point FL 33065

**Inspection Fee:**

<b>Service</b>	<b>Price</b>	<b>Amount</b>	<b>Sub-Total</b>
			<b>Tax \$0.00</b>
			<b>Total Price \$0.00</b>

**Payment Method:** Website  
**Payment Status:** Invoice Sent  
**Note:** Paid



# **Eagle Eye Home Inspections**

**Eric Wolf**

**PO Box 8088  
Coral Springs, FL 33075  
954-254-6801**

**HOME INSPECTION AGREEMENT**

This contract is an agreement between John Smi\*\* hereinafter referred to as "client", and Eagle Eye Home Inspections, hereinafter referred as to "EEHI", to perform a visual inspection of the home or building at **3851 NE 22\*\***

**Unit 17****Lighthouse Point FL 33065**

in accordance with the current "Standards of Practice" of the Florida Association of Building Inspectors (FABI). A copy of said inspection will also be provided to the client upon request. Although EEHI agrees to follow FABI's Standards of Practice, the client understands that these standards contain certain limitations, exceptions, and exclusions. EEHI recommends that the Client review these limitations, exceptions and exclusions.

The scope of the inspection and resulting report is limited to a visual inspection of the general systems and components of the home. The inspection is meant to identify, through visual inspection, systems and components that may be in need of immediate repair, or not operating in a way suitable for its intended purpose, and to provide the client with a better understanding of the property's condition as observed at the time of the inspection. It will include an inspection of: the building's Exterior, Structural Components, Roofing, Plumbing, Electrical, Central Air Conditioning, Interiors, and Insulation. The client understands that the EEHI inspector is not acting as an expert or specialist in any field. The purpose of the inspection and report is to note areas of concern, potential areas of concern, and to offer recommendations and explanations where the defect is visual and obvious.

EEHI does not perform engineering, architectural, plumbing, electrical, general contractor or any other job function requiring an additional state license or occupational license in the jurisdiction where the inspection is taking place.

The purpose of EEHI is not to determine what may be wrong with a system or component, just whether a second opinion, by an expert, should be obtained. As such, any listed items in this report concerning areas reserved to such licensed experts should not be construed as a detailed, comprehensive, and/or exhaustive list of problems for those areas. Client should rely not on EEHI, but on experts in those particular fields to determine what is necessary to correct a system or component, and the client should expect that such experts' troubleshooting may reveal additional items of concern in need of repair not mentioned in this report by a more in-depth analysis of the system or component. If your inspector recommends consulting a specialized expert in the above-noted fields, the Client must do so at the Client's expense. The repair recommendations in your inspection report should be assessed and/or completed before the close of escrow, by a licensed specialist, as they may identify additional defects, or recommend upgrades, including exact detailed estimates, that could affect the evaluation of this property.

The home inspection report is an "opinion" of EEHI. Our interpretation of what is good, fair or in acceptable working order may be different from the Client's; therefore, the Client is encouraged to be present at the time of the inspection to discuss differences in perception and opinion. The Client accepts responsibility for incomplete information and the Inspector's opinion on all matters relevant to the inspection if the Client chooses not to attend the inspection. The opinions and estimates that EEHI provides in its report are based on EEHI's visual inspection only. The inspection report is furnished on an opinion basis only. Estimated repair cost: Client agrees that estimate repair cost(s) found in the inspection report are to be used as a guide only, and actual repair costs should be determined prior to closing by a licensed contractor in each area noted on the inspection. Prices may vary, from report estimates, depending on a licensed contractor's recommendation and expert evaluation. No warranty, guarantee, or insurance is expressed or implied. **Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, nor is it a substitute for real estate transfer disclosures which may be required by law.**

**ADDITIONAL INSPECTIONS, WHICH ARE NOT WITHIN THE PRICE OF THIS INSPECTION, BUT ARE PROVIDED BY EEHI UPON CLIENT'S REQUEST FOR AN ADDITIONAL FEE:**

1. Basic pool inspection
2. Detached buildings, garages, or recreational facilities

**ADDITIONAL INSPECTIONS, NOT INCLUDED IN THIS INSPECTION, BUT PROVIDED FOR AN ADDITIONAL FEE, BY A SEPARATE CONTRACTOR, UPON THE CLIENT'S REQUEST:**

1. Wind mitigation inspection
2. Termite, pest or other wood destroying organisms
3. Seawall, bulkhead and docks, boat lifts
4. Mold, Indoor Air Quality, or Radon
5. Chinese Drywall
6. Four Point Inspections

Technical pool inspections, such as:

1. Testing for leaks
2. Pool heaters (electric, gas, or solar)
3. Jacuzzis, spas and waterfalls
4. Pool systems with electronic and/or remote control systems

**Special Note:** The Client agrees not to hold EEHI liable for any of the above services, or scope of services performed by any independent licensed contractor for any of the inspections performed in this section. If the Client fails to pay for the cost of such services, the Client agrees to pay EEHI for any attorney fees and court costs associated with having to defend against an action taken by the independent contractor against EEHI to collect payment for such services. The independent contractor might or might not require a separate contractual agreement for their inspection, or services.

**ITEMS AND AREAS OUTSIDE THE SCOPE OF THIS INSPECTION**

Any area which is not exposed to view, is concealed, or is inaccessible because of, but not limited to, soil, concrete and/or foundation, walls, floors, carpets, ceilings, furnishings, vehicles of any kind, heavy equipment, trees and landscaping, heavy appliances and fixtures is not included in this inspection. The inspection is not technically exhaustive, in that it does not include any destructive testing or dismantling, or the extensive use of advanced techniques, measurements, instruments, testing, or calculations that are performed by state licensed contractors, i.e. plumbers, electricians, structural engineers, roofers, etc. The client agrees to assume all risk for all conditions which are concealed from view at the time of the inspection. The inspection or inspection report is not a home warranty, guarantee, insurance policy or substitute for real estate disclosures which may be required by law.

**ADDITIONAL AREAS OUTSIDE THE SCOPE OF THIS INSPECTION WHETHER THEY ARE CONCEALED OR NOT CONCEALED**

- Removing electrical panel box protective cover plate, dismantling of any electrical system, or evaluating adequacy of any system
- Septic system, leech field, or drain field systems

- Furnace heat exchangers, hot water re-circulating pumps, through-wall or window air conditioning units, or freestanding appliances
- Adequacy or efficiency of any system or component
- Prediction of life expectancy of any system, component, or item
- Synthetic Stucco
- Low voltage lighting, landscape lighting, any lighting on timing mechanisms, or lighting arrestors
- Automatic generators and generator transfer switches
- Saunas, steam baths, or fixtures and equipment
- Garage door opener remote, radio-controlled devices, automatic gates, or exterior lights on timers or sensors
- Thermostatic or oven clocks, timers or other time clock controls, oven clean features, or appliance manufacturer recalls
- Elevators, lifts, dumbwaiters
- Security alarms, internet, intercoms, speaker and audio systems, phone, cable, or satellite, or any wireless system
- Central fire, carbon monoxide detectors, smoke and/or sprinkler systems
- Private water systems, wells, water pumps, supply systems, water softener/purifier systems, or solar heating systems
- Manual sprinkler systems
- Boat lifts, boat docks, or docks plumbing or electrical systems
- Geological stability, soil conditions, or landscaping
- Building code or permit compliance, Homeowner's Association violations, and zoning ordinance violations
- Termite or insect inspection, asbestos, formaldehyde, lead water, air quality, electromagnetic radiation, or any environmental hazard
- Hurricane shutters, or any impact protection products
- Gas meters, pipes or valves, gas or oil tanks, that are buried or above ground
- Check shower pan for leaks, or any underground and concealed plumbing
- Attic area, limited access due to truss design, insulation, stored items, extreme heat conditions, or weather conditions
- Entering crawl space with limited access, insufficient access clearance (less than 40 inches), or where dangerous or adverse conditions exist
- Fireplace, venting and chimney interior
- Refrigeration units, barbeque grills and equipment
- Cosmetic damage or paint, automatic and or manual window treatments, Bahama-styled shutters, or mini-blinds
- Air conditioning size and design, refrigerant levels, or pressure

- Any system requiring ignition of an open flame

In addition to the above-noted exclusions, EEHI is not required to enter any area or perform any inspection that may damage the property, its components, or that may cause an injury to the inspector, or other persons present at the inspection or residing in said property. EEHI will not operate heating or cooling systems in temperatures that may cause damage to the unit. Air conditioning systems will not be operated by EEHI in outside temperatures of 65 degrees or less. EEHI does not inspect heating systems when outside temperatures are above 65 degrees. EEHI also does not inspect the heat exchanger for cracks or defects, or condition or adequacy of the heating coils. EEHI does not open panels on the electrical panel and air conditioning system, check for Freon, or for leaks in said system. EEHI will check air temperature differential to determine if the air conditioner system is cooling as intended. **Plumbing (water), electric, and gas must be turned "on" for the inspection of these areas and components.** An additional fee of \$100.00 will be charged to re-inspect if water, electric or gas is not "on" at the time of the inspection.

### **LIMITATIONS REGARDING LEGAL ACTIONS**

In the event of a claim against EEHI and/or its agents, Client agrees to supply EEHI with the following: (1) Written notification of adverse conditions or concerns within 14 days of discovery, and (2) Access to the premises to address any concerns Client might have. Failure to comply with the above conditions will release EEHI and its agents from any and all obligations. Failure to discover adverse conditions within 45 days from the date of the inspection will also release EEHI and its agents from any and all obligations.

In the event that the Client fails to prove any adverse claims against EEHI or its agents in a court of law, the Client agrees to pay all legal costs, expenses, and fees of EEHI and its agents in defending said claims.

If any court declares any provision of this agreement invalid or unenforceable, the remaining provisions will remain in effect. This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification 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. The Client, spouse, executor, heirs, or administrators are limited to a refund of the fee paid for this inspection and inspection report and will hold EEHI and its agents harmless to any claims made regarding said property that go beyond such refund of said fee. Client shall have no cause of action against EEHI or its agents after 45 days from the date of the inspection as the inspection only relates to the condition of the property on the date of inspection and said property's condition may change by continued use of the premises by the seller, the buyer, and/or their agents. The Client recognizes such factors as outside EEHI's control and agrees EEHI should not be held liable as a result of the same. EEHI has the right to change the date and/or time of the inspection due to weather. Therefore, the Client agrees to hold EEHI and its agents harmless due to any changes in said property after 45 days from the date of inspection, or sooner if extreme weather conditions apply within this time frame. These limitations apply to anyone who claims damages or expenses of any kind incurred due to the errors or omissions in this inspection and report.

**Client understands and agrees that if he or she is not present at the time of the inspection or does not sign this Inspection Agreement, that this Agreement will become part of the Inspection Report, and therefore delivery of the Inspection Report to the Client (by mail, in person or via internet) will constitute acceptance of ALL the terms and conditions of this Agreement.**

The inspection report is prepared exclusively for the client listed below and is not transferable to anyone in any form. **This report is not intended to benefit any person or third party not named or listed as a party to this Agreement, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction.**

Please fill in today's date, your name and the address of property to be inspected, then click the "Agree" button below. **By clicking on the "Agree" button, you are entering into and understand the contents of this legally binding**



**agreement, and agree to the prices, terms and conditions.** Clicking the "Agree" button also automatically generates an email acceptance notification to Eagle Eye Home Inspections. If you would like to enter into this agreement in another manner please contact us before the date of your inspection.