

Beacon Home Inspection Services

(561) 889-3595 | www.BeaconHomeInspectionServices.com

Client Agreement – Contract Terms and Disclosures

1. Contract Terms and Disclosures

This contract encompasses all inspections agreed upon within the home inspection authorization form and performed by Beacon Home Inspection Services (“Inspector”). A limited visual observation for evidence of wood-destroying organisms (WDO) may be performed as a courtesy at no additional charge. This is not a licensed WDO inspection under Florida law. Only visibly accessible areas will be observed. For FHA/VA loans, a full WDO inspection by a licensed pest control operator may be required. Both parties acknowledge that only the terms explicitly outlined in this contract apply. Any modifications or waivers must be in writing and signed by authorized representatives of both parties. This agreement and the inspection scope are governed by InterNACHI’s Standards of Practice (<https://nachi.org/sop>) and all applicable laws of the State of Florida.

2. Client Responsibilities and Approvals

The client or their authorized representative must have secured all necessary approvals for entry onto the premises to be inspected. The client agrees to defend, indemnify, and hold harmless Beacon Home Inspection Services from any claims related to trespass on the inspected premises. It is the client’s responsibility to ensure that utilities are turned on and that all areas of the property are accessible prior to the inspection appointment. If utilities are off, areas inaccessible, or conditions prevent the inspection from proceeding as scheduled, a \$175 rescheduling fee will apply and must be paid prior to rescheduling.

3. Inspection Scope

The general home inspection is limited to readily accessible and visible areas and components of the property at the time of inspection. Inspected systems include, but are not limited to, central HVAC, visible interior electrical components, plumbing fixtures, foundation, accessible crawlspaces, roof coverings, wall, floor, and ceiling surfaces, and built-in kitchen appliances.

The general home inspection and corresponding report are not technically exhaustive, and no destructive, dismantling, or invasive procedures will be performed as part of the general home inspection. The general home inspection and corresponding report are based solely on the conditions visibly observed at the time of inspection. The report does not obligate repair or replacement of any defective item and is not a warranty, insurance policy, or guarantee of any system’s remaining life expectancy.

The general home inspection is visual and non-invasive. Separately authorized environmental assessment or testing may include measurements and sample collection beyond that visual scope. Invasive access or sampling requires separate authorization from the property owner or an authorized representative.

Differences of opinion between the home inspector and contractors are common. Any contractor recommendations that contradict findings in this report must be reviewed with Beacon Home Inspection Services prior to repairs or replacements. Access for reinspection must be provided within 72 hours of discovery.

4. Operational Versus Visible Conditions

The general home inspection is visual in nature and limited in terms of operational assessments of components. Water shut-off valves, fixture supply stops, or other control valves are visually inspected only and not operated due to the high risk of failure or uncontained leaks that may cause property damage. These components often fail when manipulated, and insurance providers and E&O carriers exclude coverage for resulting water damage.

Clients are advised to have these valves tested, serviced, or replaced by a licensed plumbing contractor after closing, as these maintenance items are not the seller's responsibility. Service/cover panels for HVAC equipment are beyond the scope of a home inspection and will not be removed due to liability reasons not covered by our insurance. It is recommended that any air handlers over the age of 5 years have a more invasive evaluation by a licensed HVAC contractor and be cleaned or treated with an antimicrobial, as microbial growth is probable over time. The inspector's experience and opinions guide the assessment on all conditions, whether operational, structural, or environmental. Stated estimated life expectancy on components within your report(s) takes into consideration component age and observed deficiencies.

5. Old or Aged Components

Age of the home and components must be taken into consideration when reading your report. Minor to moderate cosmetic deficiencies are typical and are not specifically included in reports for previously occupied or dated homes. Components labeled as "old," "aged," or "dated" are operational but may require service or replacement soon. For water-bearing appliances or components over ten years old, a more invasive inspection by a licensed contractor is strongly recommended. For areas or components marked outside of good condition, Beacon Home Inspection Services recommends attention from an appropriate licensed contractor.

6. Roof Inspection

Beacon Home Inspection Services cannot definitively determine if the roof leaks or is watertight unless there is visible evidence of a leak or leaks at the time of inspection. Stated roof life expectancy is an estimate only and does not guarantee against leaks or future repairs. The inspection focuses strictly on visible roof surfaces. Underlayment (moisture barriers) and concealed areas are typically not visible.

Inaccessible or obstructed attic areas (e.g., blocked by insulation, belongings, framing, or ductwork) are excluded from the inspection scope. These areas may conceal, but are not limited to, roof leaks, sheathing damage, or other hidden defects. Roof life expectancy estimates account for observed age and condition. For roofs over 10 years old, a more invasive evaluation by a licensed roofing contractor is recommended before closing. Opinions on life expectancy do not guarantee protection against leaks, and storm damage (wind, hail, or debris) occurring before or after inspection is excluded. Roof observations are limited to conditions present under the weather and lighting at the time of inspection. Future weather events may reveal leaks or deficiencies not visible during this inspection. No opinion is expressed on prior repairs or unseen conditions beneath roof materials.

7. Exclusions from Inspection Scope

The inspection does not include code compliance, soil or groundwater contamination, structural engineering, or geological stability evaluation. Ancillary wiring (landscape lighting, satellite/cable, intercom, or specialty control systems) is beyond scope. Clients should have the seller demonstrate these during the final walk-through. Removal of panels, covers, and cabinets on components (water heaters, HVAC equipment, appliances, pool equipment, whole-house generators) is beyond the visual inspection's scope, due to the potential for us causing damage. Insurance companies will not cover these actions.

8. Areas Not Visibly Observed

The inspection does not include areas inaccessible by normal entry or blocked by personal property, finishes, or insulation. Hidden conditions may include, but are not limited to, unsafe wiring (cloth, aluminum, or knob-and-tube), galvanized or polybutylene supply lines, or cast-iron drain systems. Structural issues may include, but are not limited to, wood rot, termite activity, or damage concealed behind finishes. Environmental conditions may include, but are not limited to, mold, lead paint, or asbestos substrates. These are outside the scope of a general home inspection.

9. Special Systems

Systems such as, but not limited to, solar panels, whole-house generators, pool heaters, secondary HVAC systems, irrigation, smart-home automation, security cameras, and heat recovery systems are not fully evaluated due to their technical and time-intensive nature. A limited visual inspection will be performed as a courtesy; clients should obtain further evaluation by a licensed contractor prior to closing.

10. Margin or Tolerance

Beacon Home Inspection Services reserves a 5% margin of tolerance for all reported findings. Some conditions may exist without visible indicators at the time of inspection. Seller disclosures should be reviewed for conditions not readily visible during inspection and made available at least 24 hours prior to your inspection appointment.

11. Legal and Permits

Beacon Home Inspection Services does not verify building permits, zoning compliance, or occupancy classifications. It is the client's responsibility to confirm all permits, open permits, or unpermitted work with local authorities. HOA or municipal assessments and fees fall outside the inspection scope.

12. Liability and Property Condition

Beacon Home Inspection Services assumes no liability for changes to the property's condition after the inspection. The inspection reflects the condition at the time of inspection only. Any damage, vandalism, or alteration after this time voids all findings and opinions in the report. Liability is strictly limited to the inspection fee paid, regardless of the nature or cause of any subsequent loss or claim. This inspection is not a warranty, guarantee, or insurance policy, and no such representation is implied or intended.

13. Inspection Report and Payment

Payment entitles the client to one original, computer-generated report (including insurance-related addendums). Reports will not be released until payment in full has been received. Except for anonymized materials expressly authorized below, reports may be shared with third parties only with written consent from the client. Reports are nontransferable and may not be used for future transactions or subsequent property transfers.

Permission to Use Anonymized Reports and Photographs

The client authorizes Beacon Home Inspection Services to reproduce and display anonymized inspection reports, report excerpts, and inspection photographs for advertising, website content, social media, and educational purposes, without compensation to the client.

Before publication, Beacon will remove or obscure names, property addresses, contact information, signatures, faces, identifying documents, location metadata, and other details reasonably capable of identifying the client, occupants, or property. Materials that cannot reasonably be anonymized will not be used under this authorization.

This permission does not authorize publication of an identifiable client report or imply a client endorsement. Any required permission from a property owner or other rights holder must be obtained separately.

14. Legal and Public Records

The inspection does not include legal or title record research. Clients and/or their agents must perform their own due diligence on permits, liens, and assessments. For multi-unit properties, structural comments apply only to the inspected unit(s).

15. Indemnity Clause

The client agrees to defend, indemnify, and hold harmless Beacon Home Inspection Services from any and all claims or damages or losses, including attorney fees, arising out of or relating to this inspection, except where prohibited by law. This indemnification includes claims arising from the inspector's ordinary negligence, to the fullest extent permitted by Florida law.

16. Dispute Resolution

Any dispute arising from this inspection shall be submitted to binding arbitration under the rules of the American Arbitration Association, and venue shall be in the county where the inspection was performed. The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

17. Indoor Air Quality Testing and Limitations

Indoor air quality testing is an additional service performed only when expressly included in the agreed scope. Testing is limited to the substances, sampling methods, and locations identified in the service authorization and report. Mold testing does not constitute testing for all indoor pollutants.

Results represent conditions at the sampled locations during the collection period. Conditions may vary with weather, ventilation, HVAC operation, occupancy, cleaning, and other activities. Results do not establish conditions throughout the property, within concealed areas, or before or after testing. A result showing no elevated levels does not establish that mold or other contaminants are absent.

Findings are interpreted together with available observations, moisture measurements, and laboratory information, as applicable. Testing does not constitute a medical evaluation, determine individual health effects, or certify that the property is safe for every occupant. Additional investigation or sampling may be recommended. Concealed-area access or invasive sampling requires separate authorization from the property owner or an authorized representative.

18. Client Acknowledgment

By signing below, I acknowledge that I have read, understood, and agree to the terms and limitations of this contract. I further acknowledge that the general home inspection is limited, non-invasive, and visual in nature, and that the inspector is not responsible for concealed defects or conditions not visible at the time of the general home inspection.

The general home inspection is visual and non-invasive. Separately authorized environmental assessment or testing may include measurements and sample collection beyond that visual scope. Invasive access or sampling requires separate authorization from the property owner or an authorized representative.