

Date of Inspection: _____

Time of Inspection: _____

Florida Leak Patrol, LLC
INSPECTION AGREEMENT
(Please Read Carefully)

THIS AGREEMENT is made this _____ day of _____, 20____, between Florida Leak Patrol, LLC (“COMPANY”), 6831 Sagebrush Cir, Sarasota, FL and the following "PARTY":

_____, (“CLIENT”).

1. Address of Pool to Be Inspected. The pool to be inspected is located at (the “Premises”):

Address: _____

City: _____ State: _____ Zip: _____

2. Services To Be Performed. COMPANY agrees to perform the following services for CLIENT (Check All That Apply):

- a. _____ **Water Leak Test** - Computerized measurement documentation and report using the LeakAlyzer system.
- b. _____ **Pool Inspection** - A limited visual and functional inspection and a written report of the apparent condition of the readily accessible installed equipment systems and components of the pool. Latent and concealed defects and deficiencies are excluded from the inspection. A computerized Water leak Test is included.
- c. _____ **Scuba Leak Detection - (only to be performed with the pool owner's written consent).**
In addition to the visual and functional inspection procedures above, a leak detection scuba dive of the pool will be done in order to physically verify that there are no existing leaks at any of the pool structure penetrations. (Skimmer, light, pool water returns, pool main drain, floor cleaning pop-up heads etc.) Minor repairs to small leaks at structural cracks, cracked tiles & grout and most pool penetrations can optionally be repaired with underwater epoxy at the time of the leak detection.

CLIENT acknowledges that his/her, or their designated agent's presence at the inspection has been requested. CLIENT acknowledges that he/she has been advised of the time and date of the inspection.

3. Inspection Fee. CLIENT agrees to pay to COMPANY an inspection fee in the amount of:

Computerized Pool Water Leak Test & Report:	\$195.00 _____
Pool Equipment Inspection & Report: (also includes pool water leak test)	\$295.00 _____
Scuba Leak Detection / Inspection (includes minor patches)	Pool: \$350.00 _____
	w/Spa: \$395.00 _____
	Total Fee: \$ _____

The fee for the inspection is due upon completion of the in-field portion of the inspection payable by check.
Any follow-up visit to the inspected pool shall be a minimum charge of \$100.00 due at the time of re-inspection.

SEE BELOW FOR ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS

4. Scope of Inspection. The scope of the inspection is strictly limited as set forth in this Agreement. The parties understand and agree that this inspection will be of the readily accessible areas of the pool and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies, are excluded from this inspection.

5. Items Not Inspected. The inspection and report excludes items that are not a direct part of the pool system including but not limited to sprinkler systems; lighting systems; telephone systems; intercom systems; security systems; energy efficiency measurements; recreational equipment; recreational facilities (boat docks and tennis courts); landscaping; underground storage tanks; underground drainage; concealed or underground electric and plumbing; systems which are shut down or otherwise secured; private sewer systems; water wells; and building code conformity. CLIENT understands that these systems and conditions and information about them are excluded from this Inspection and Report. Any general comments which may appear about these systems and conditions are provided as a courtesy only and DO NOT represent or form a part of the Inspection.

6. Third Party Liability. It is understood and agreed that the inspection and report are performed and prepared for the confidential and exclusive use and possession of CLIENT. No other person or entity may rely on the report issued pursuant to this agreement.

7. Limitation of Liability. It is understood and agreed by all parties that in the event of any claim whatsoever against COMPANY, it's employees, inspectors, or other agents, whether based on contract, negligence or other tort, statute, or otherwise, in any way directly or indirectly resulting from or relating to the inspection, the report or performance or nonperformance of services by COMPANY, that, any liability of COMPANY, it's employees, inspectors or other agents shall be solely and exclusively limited to the amount of the inspection fee actually paid by CLIENT.

8. Limitation of Actions. No action shall be maintained by CLIENT against COMPANY unless written notice, sent by certified mail return receipt requested, setting forth that an installed system or component of the Premises which was inspected by the Inspector was not in the condition reported by the Inspector, is delivered by CLIENT to COMPANY within ten (10) business days after the discovery of such defect becomes known to CLIENT. CLIENT agrees that, with the exception of emergency conditions, CLIENT or CLIENT'S agents, employees or independent contractors will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the Inspector. Furthermore, any action must be commenced by CLIENT within thirty (30) days after the date of the Inspection or will be deemed waived and forever barred.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior agreements between the parties. CLIENT agrees that any representation, promise, condition, or warranty, express or implied, not included in this Agreement shall not be binding on any party.

10. Interpretations. It is mutually understood and agreed that all provisions herein are severable and that, in the event that any of them shall be held to be invalid, any competent court may modify or reform any such provisions to make it enforceable and that the remaining provisions hereof shall nevertheless be valid and binding.

11. Assignment. The rights and obligations under this Agreement may not be assigned by any of the parties hereto without the prior written consent of the other party.

12. Attorney's Fees. The prevailing party in any dispute arising out of this Agreement, the Inspection, or Report(s) shall be awarded reasonable attorney's fees and other costs.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first written above.

Florida Leak Patrol, LLC:

CLIENT:

By: _____

By: _____

Mark A. Spatz,
Master Leak Specialist
Florida Leak Patrol, LLC

CLIENT's initials _____ indicate agreement to allow
COMPANY to release a copy of the report to:

Real Estate Agent ____ Seller ____ Other _____