



WISE MOVE HOME INSPECTIONS, INC.

SEAWALL INSPECTION AGREEMENT

Date: ____ / ____ / ____

Date of Inspection: ____ / ____ / ____

Fee: _____

Name of Client(s): _____

Client Email: _____

Client Phone: _____

This Seawall Inspection Agreement (“Agreement”) is hereby entered into this date as set forth above, by and between Wise Move Home Inspections, Inc. (“Inspector”) and Client. Inspector is hereby engaged to perform a visual inspection of a seawall at the following property location: _____ (“Property”).

In consideration of the mutual promises, covenants and agreements contained herein, Client and Inspector agree as follows:

1. **SCOPE OF INSPECTION:** Inspector agrees to perform a limited visual inspection of the seawall at the Property and to provide Client with a written report as to the apparent general condition of the seawall at the Property, as it exists at the time of the inspection. The Inspector’s findings are based on a visual, non-destructive inspection of the seawall at the Property.
 - a. The inspection is intended to help the Client evaluate the condition of the seawall from the top of the wall down to the sediment line beneath the surface. The inspection will be a visual non-evasive inspection to the accessible sections of the seawall only. Inspector is not responsible for any cost or repair as a result of the inspection.
 - b. The inspection shall include the following:
 - i. The seawall components, including but not limited to, the seawall cap, bulkhead, panels, footings, and any other component which is visible from the land side of the structure. (In-water inspection by walking on the bottom or diving is optional and is not considered a mandatory part of a seawall inspection).
 - ii. The land side components of the wall system for signs of settlement or soil loss by either visual means or probing the soil behind the seawall, or a combination of both.
 - iii. The dock structure, including but not limited to pilings, collars, stringers, joists, and decking.
 - iv. Boat house walls and roof, if present. (NACHI Standards of Practice for Roof Systems apply).
 - v. Operation of mechanical boat lifts and davits.
 - vi. Visible components of water and electric service, if present. (NACHI Standards of Practice for Electrical Systems and Plumbing Systems apply).
 - c. The inspection report shall include the following:
 - i. Description of the method of marine construction and the materials used, to include type of seawall, bulkhead or panel material, visible reinforcements pilings, decks, etc.
 - ii. The evidence of structural deterioration, failure, or inadequacy in the seawall and dock components.
 - iii. Settlement or soil loss behind the seawall.
 - iv. Fastener failures in dock and deck components.
 - v. Mechanical failures of boat lifts and davits.
 - d. The Inspector is not required to:

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- i. Dig or otherwise unearth tiebacks, anchors, retaining walls or other seawall or dock components below land side or waterside grade.
 - ii. Determine the load capacity of boat lifts.
 - iii. Offer an opinion as to the structural adequacy, life expectancy, or expansion potential of any seawall or dock.
 - iv. Inspect adjoining or contiguous seawall systems or storm sewers projecting through the bulkhead.
- e. The inspection is limited to what can be easily detected during a short period of time; the duration of the inspection of a typical seawall is roughly 1 hour. It is impossible to find every defect and deficiency during an inspection, therefore Client should anticipate additional defects/deficiencies during ownership of the Property. Weather conditions, poor visibility or other conditions which are beyond the control of the Inspector and which may affect and limit the inspection are accepted by Client without liability or additional burden to Inspector.
- f. The written report to be prepared by Inspector shall be considered the final and exclusive findings of Inspector of the Property. Client understands and agrees that Client will not rely on any oral statements made by the Inspector prior or subsequent to the issuance of the written inspection report. Client further understands and agrees Company reserves the right to modify the inspection report for a period of time that shall not exceed two (2) business days after the inspection report has first been delivered to the Client.

2. **PAYMENT:** Client shall pay Inspector the sum of \$_____ for the visual inspection of the seawall to be performed pursuant to this Agreement. Payment in full is due immediately upon completion of the inspection. No written report will be issued until full payment is received. A 10% late fee per month will be charged for all late payments. All costs, including but not limited to, collections, liens & legal fees to recover past due payments will be added to the customer final bill. A \$50.00 fee will be added to all returned checks.

3. **ACCESS TO THE PROPERTY:** Client agrees that all necessary arrangements will be made with Inspector to enter the Property and inspect the seawall.

4. **THIRD PARTY BENEFICIARIES:** The contents of the inspection report and any representation made within are intended for the sole use and benefit of the Client, and are not assignable to any other third party without Inspector's express written permission. Any reliance thereon by any party other than the Client is prohibited.

5. **NOTIFICATION OF CLAIMS; REINSPECTION:** Client understands and agrees that any claim for failure to accurately report the visually discernible conditions of the seawall at the subject Property, shall be made in writing and reported to the Inspector within ten (10) business days of discovery. Client further agrees that, with 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. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question. Client further agrees that the Inspector shall be liable only if there has been a complete failure to follow ASHI standards or State law. Client's failure to conform to the requirements and conditions herein shall make any and all contractual obligations on the part of Inspector regarding the inspection of the seawall become null and void, and Inspector shall be fully released from all obligations of this Agreement. Furthermore, any legal action shall be brought within one (1) year from the inspection date, or it will be deemed waived and forever barred.

6. **DISCLAIMER OF WARRANTIES:** It is agreed that the Inspector, its employees, officers, owners, and heirs, are not in any way insurers or guarantors against defects in the seawall inspected. THE INSPECTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF THE SEAWALL, AND ANY SUCH WARRANTY IS SPECIFICALLY EXCLUDED AND DISCLAIMED.

7. **LIMITATION OF LIABILITY:** Payments for the inspection services provided herein are based solely upon the value of those services, and it is not the intention of the parties that the Inspector assume responsibility: (1) for any loss occasioned by malfeasance or misfeasance in the performance of the services under this Agreement, (2) for any loss or damage sustained through burglary, theft, robbery, fire or other cause, or (3) for any liability on the part of the Inspector by virtue of this Agreement or because of the relationship hereby established. If there shall, notwithstanding the above provision, at any time be, or arise, any liability on the part of the Inspector by virtue of this Agreement, or because of the relationship hereby established, whether due to the negligence, omission, breach of contract, misrepresentation of the Inspector or otherwise, such liability is, and shall be limited to, a sum equal to the price charged for the inspection service, which sum shall be paid and received as liquidated damages. Such liability is herein set forth as liquidated damages and not as a penalty, and this liability shall be complete and exclusive. Inspector and its agents and representatives shall not be subject to any claims after a period of one (1) year from the inspection date. The Client agrees to indemnify, protect and hold Inspector, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' fees and expenses incident thereto, made by any third party and arising out of or in connection with the inspection.

8. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision (whether State of Florida or any other jurisdiction) that would cause the applications of the laws of any jurisdiction other than the State of Florida. Any litigation or

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