



Beach To Bayou Property Inspections

90 DAY LIMITED GUARANTEE

Beach To Bayou, Inc.

174 Watercolor Way; STE 103 #281

Santa Rosa Beach, FL 32459

(850) 231-3313

Info@BeachToBayou.com

90-DAY LIMITED GUARANTEE COVERAGE

Residential inspections performed by Beach To Bayou, Inc. doing business as Beach To Bayou Property Inspections (here after referred to as Inspector) are protected by our LIMITED GUARANTEE for Ninety (90) days from the date of the inspection.

This LIMITED GUARANTEE is provided to clients of owner-occupied dwellings (excluding common elements) and applies to the listed and specified elements which were found to be in acceptable / functional condition, with no "Needs Service" items noted by Inspector. The LIMITED GUARANTEE covers the following:

Roofing: Is limited to the sloped (greater than 2:12 slope) roof covering materials and visible flashings which are less than eleven (11) years old covering the residential living space of the structure if reported by the Inspector to be acceptable / functional, with no "Needs Service" items noted. **WATER PENETRATIONS ARE NOT COVERED.**

Structural: Is limited to visible foundation walls, support components, building walls and roof framing to the extent that their load bearing ability is affected and which have been reported as acceptable / functional, with no "Needs Service" items noted by the Inspector. **WATER PENETRATIONS ARE NOT COVERED.**

Climate Control (HVAC): Is limited to central heating and cooling systems for the residential living space. HVAC systems, less than eleven (11) years old, are covered if the system has been test run and reported by the Inspector to be acceptable / functional, with no "Needs Service" items noted.

Plumbing: Is limited to the operation of the visible and above ground basic hot, cold, drain and vent piping throughout the *interior* of the house that are reported by Inspector to be acceptable / functional, with no "Needs Service" items noted, and are less than fifteen (15) years old. Water heaters less than eleven (11) years old are covered. Pipe hammer, Pressure Tanks, TPR and Pressure valves, as well as all exterior plumbing systems are not covered.

Electrical: Is limited to the main electric panel and the primary sub panel box and those visible electric 120 and 240 volt outlets throughout the house interior that have been reported as acceptable / functional, with no "Needs Service" items noted by Inspector, and are less than fifteen (15) years old. Fixtures, ceiling fans and low voltage systems are not covered. Ground Fault and Arc Fault Circuit Interrupters are not covered.

Kitchen Appliances: Is limited to built-in or freestanding oven(s), range(s) and cook top(s) and power vent(s) that are less than eleven (11) years old and reported by the Inspector to be acceptable / functional, with no "Needs Service" items noted. Dishwashers, Built-in microwave oven(s), and garbage disposals less than six (6) years old with no reported "Needs Service" items are covered. Outdoor grills and exterior kitchen appliances are not covered.

EXCLUSIONS AND LIMITATIONS

This LIMITED GUARANTEE does not apply to: a) any losses recoverable under homeowner's insurance, or manufacturer's or contractor's extended warranty, and/or other home warranty programs; b) performance of routine maintenance, occurrences which result from failure to perform such maintenance or the negligent misuse of the covered element or component; and c) re-occurrence of a settled claim condition. **This document recites all of the coverage provided by the guarantee and any coverage not specifically recited is presumed to be excluded.** We specifically exclude any liability for bodily injury, property damage, consequential or secondary damage or other conditions resulting from the failure or malfunction of the covered elements or components. We additionally disclaim any liability for the adequacy of capacity or design of any covered element of component or its failure to comply with any local, state or national code. Additionally, damages caused by vandalism or during the property conveyance; loss of power; winds (over 20mph); molds; condensation; floods and abnormal rain (greater than 2 inches within 24 hours); freezing, ice and snow; surface water; Wood Destroying Organisms (termites or other insect and fungi); rot; waves or tidal waves; nuclear or air contamination; shifting or settling of land; strikes; wars; acts of aggression and/or acts of God are not covered by this Guarantee.

Items / Condition not covered include ANY ITEM THAT WAS NOT ACCESSIBLE, TESTED AND FUNCTIONAL, WITHOUT DEFECT DURING THE INSPECTION; INCLUDING, BUT NOT LIMITED TO: Heating or cooling systems over 10 years old, solar heat and geo-thermal cooling systems, heat exchangers, dampers and return / supply air ducts, coolant levels or pressure; Water heaters over 10 years old, solar water heaters, all exterior water pipes, sewer and vent pipes, fixtures and drains, sewage ejector / pumping systems, septic systems; Well pumps (potable and non-potable) and lawn irrigation systems; Gas fuel tanks and delivery plumbing; Flat roofs (less than 2:12 pitch) and any roof with asbestos, tile, wood shakes, or any other type of rigid coverings, and any type of skylights; Central vacuum systems, intercom and security / fire detection systems, low voltage systems, concealed wiring; Refrigerator ice-makers, time-bake or self-cleaning oven features, trash compactors, built-in coffee makers, supplemental beverage coolers and ice makers; Swimming pools, spas, and portable hot tubs / Jacuzzi tubs, including structural and mechanical systems; Clothes washers and dryers; Power attic / whole house fans; Cosmetic conditions to walls, ceiling, floors, windows, and doors; Broken hermetic seals on windows and glass door panels.

Wood rot, termites, beetles, fungus, and mold may be identified in Inspector's report; however, in the State of Florida, these conditions are the responsibility of a Wood Destroying Organism inspector and pest control company. These items are NOT within the scope of our service and are NOT covered under our LIMITED GUARANTEE.

Client's Detailed Inspection Report from Beach To Bayou Property Inspections is considered an addendum to the LIMITED GUARANTEE for claims purposes only. Any items or condition noted in the inspection report as "Needing Service" or deficient in any way, unless properly repaired and then reinspected by Inspector is NOT covered by the LIMITED GUARANTEE.

LIMITED GUARANTEE does not cover uninhabited and / or non- conditioned dwellings.

Any dispute concerning the interpretation of this LIMITED GUARANTEE that cannot be settled informally between Inspector and client shall be settled through arbitration in Walton County, Florida. All costs for arbitration shall be paid by claimant, and excluded from arbitration findings.

OUR GUARANTEE

We will pay up to an aggregate amount of ONE THOUSAND DOLLARS (\$1,000.00) per LIMITED GUARANTEE for the cost of repair expense of the covered elements and components subject to the following conditions:

1. Any covered element of component listed above, evaluated by us, judged and reported to be in acceptable / functional condition, with no "Needs Service" items noted, will be eligible for coverage under this guarantee up to a maximum of FIVE HUNDRED DOLLARS (\$500.00) per covered element or component. Conversely, any element or component not inspected by us, or any such element or component evaluated but judged and reported to be not acceptable / functional, and / or with either "Needs Service" or other items noted as deficient, will not be covered. Additionally, any such element or component recommended or forecasted for repair or replacement will not be covered (Age/Marginal/End of Useful Life).
2. There will be a service fee of Seventy Five Dollars (\$75.00) per incident or element. You are responsible for the payment of this fee and any repair expense. We will reimburse you for the repair expense (less the service fee, if not previously paid).
3. We will not assume responsibility for repair claims: a) reported prior to closing or after the expiration of this guarantee; b) where the work was performed or completed prior to notification, re-evaluation and/or approval by us or; c) on inspection reports not fully paid.
4. **This 90-Day LIMITED GUARANTEE is provided for the exclusive benefit of the home-buying client whose name appears on the Beach To Bayou Inspection Report and may not be transferred or assigned to any other party without the express WRITTEN consent of Beach To Bayou, Inc.**
5. If in our sole judgment a repair of a covered component or element is not possible or feasible, we will pay up to a maximum of FIVE HUNDRED DOLLARS (\$500.00) (less the service fee if not previously paid) for the replacement of a similar quality and style element or component.
6. You are responsible for arranging access to the property and element or the opening up of any surfaces as needed to complete the repair. We assume no responsibility for the opening, resurfacing, restoration and/or decorating after the repair work is completed.

CLAIMS PROCEDURE

Prior to any repair work, the client must notify us in writing. We will then advise the client of the repair completion procedure. We may, in cases of emergency, authorize repair by telephone. **Any repairs made prior to notification and our authorization will void this Guarantee with respect to the element so repaired.**

CONTACT INFO:

Beach To Bayou, Inc.
174 Watercolor Way, STE 103 – # 281
Santa Rosa Beach, FL 32459

Email: GUARANTEE@BeachToBayou.com

Office: (850) 231-3313