

# Alabama Home InspeXions LLC

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Alabama Home Inspector License #HI-3065

## Inspection Agreement

**THIS AGREEMENT is made and entered into by and between Alabama Home InspeXions® LLC, referred to as "AHI", and \_\_\_\_\_, referred to as "Client."**

**In consideration of the promise and terms of this Agreement, the parties agree as follows:**

1. The Client will pay the sum of \$\_\_\_\_.00 for the inspection of the "Property," being the residence and garage or carport, if applicable, located at \_\_\_\_\_.

### 2. Scope of the Inspection

The real estate inspection to be performed for the Client is a survey and basic operation of the systems and components of a building which can be reached, entered, viewed without difficulty or moving obstructions, or requiring any action which may result in damage to the property or personal injury to the Inspector. The purpose of the inspection is to provide the Client with information regarding the general condition of the building(s). The Inspector will prepare and provide the Client a written report for the sole use and benefit of the Client. The written report shall document any material defects discovered in the building(s) systems and components which, in the opinion of the Inspector, are safety hazards, are not functioning properly or appear to be near the end of their normal service life. The inspection will conform to the standards of the American Society of Home Inspectors (ASHI, visit <https://www.homeinspector.org/Standards-of-Practice> for complete information) except as specifically limited below and will include the following systems: roof, structure, electrical, interior plumbing, heating and cooling, exterior siding and trim, doors and windows, chimneys and fireplaces, driveways, walkways and site grading. The inspection will be based on limited observations that are primarily visual and non-invasive. The inspection is not complete until the written report is received by the Client. It is the client's responsibility to review the complete report to include the photographs prior to closing on the home. AHI's inspection is a snapshot of the home the day the inspection is completed and does not guarantee that damages or issues will not arise thereafter. By signing this agreement, you give AHI authorization to clarify (clarify only) any written portions of the report with third parties to ensure that AHI's intent is clearly understood. Any alterations of your AHI Home Inspection Report is forbidden and could result in legal ramifications.

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### 3. What is not inspected

Some items are not included in the inspection and the Client assumes all responsibility and risk for those items. Any comments (either written or oral) provided as a courtesy by AHI related to an item not included in the inspection are to be considered partial and incomplete, and not an opinion of AHI. The Client agrees to consult with independent experts for more detailed information where needed.

The following items are not included in the inspection:

- Components not visible, obstructed from view, or not readily accessible at the time of the inspection. Systems and components will not be disassembled and will only be operated with normal user controls.
- Systems that are shut off, de-energized or set up with a scheduled timer or sprinkler systems.
- The suitability, efficiency or recall of any component or equipment. Components will only be inspected for functional operation.
- Swimming pools and any associated pool plumbing, pool electrical, pool filtration or components of the pool or pool deck.
- Potentially hazardous, environmental or toxic substances such as radon gas, asbestos, lead based paint, urea formaldehyde, or contaminants in the structure, soil, water or air.
- Biohazards such as molds, fungi, ants, termites or other wood destroying insects and/or organisms or the damage caused by them. This inspection does not include any living organisms. If any of these biohazards are identified, a recommendation that additional services be conducted by an appropriate licensed company will be annotated in the report.
- AHI does not search public records to determine compliance or non-compliance with any government code, laws or restrictive covenants, past or present.
- Cosmetic items.

### 4. Warranty and Limitation of Liability

AHI MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT OR SYSTEM. AHI shall not be held liable for the cost of repairing any defects or deficiencies, whether present at the time of the inspections or arising in the future, or for any consequential property damage or bodily injury of any nature. The Client agrees that the liability of AHI for claims or damages arising out of errors or omissions in the inspection or report shall be limited to the amount of the fee for this inspection. This amount shall be deemed liquidated damages, and the Client agrees to immediately accept a full refund of the fee as a full settlement of any and all claims which may arise from this inspection.

AHI can only recommend that a licensed professional for the system needing repair is hired regardless of any verbal discussions. The written report is the final report, all verbal and suggested remarks during the inspection are to be disregarded and the final report must be used in making your considerations during you home purchasing process before closing escrow.

### 5. Disputes

Any disputes under this contract for failure to perform will be reported to AHI in writing within ten business days of discovery. AHI will have the right to re-examine the item or comment in dispute (including an independent second opinion) before any repairs or replacements are undertaken. Failure

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to allow said examinations will constitute a full and complete waiver of any and all claims against AHI. Any claim must be brought within one year from the date of the original inspection and failure to bring such action within this time frame is a full and complete waiver of any rights that may have arisen from the inspection and report. Time is of the essence and this time period may be shorter than otherwise provided by law.

## 6. Arbitration

Any matter concerning the interpretation of the agreement, the inspection or written report will be submitted to binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association. The Arbitrator will be a member in good standing of ASHI. The decision of the Arbitrator will be final and judgment on the Award may be entered in any court of competent jurisdiction.

## 7. Hold Harmless Agreement

This agreement represents the entire understanding between the parties, and no prior or subsequent agreements, oral or otherwise, shall be of any force and effect. This agreement will be governed by the State of Alabama law and if any portion of this agreement is found to be void or unenforceable by any court or arbitrator, the remaining terms will remain in full force and effect. Each party signing for the Client represents that they have full authority to make this agreement on behalf of the Client. If this agreement is signed on behalf of the Client by any third party, the person signing this agreement expressly represents to AHI that they have the full authority to execute this agreement on behalf of the Client, and to fully bind the Client to all of the terms and conditions of this agreement.

**The undersigned acknowledges that they have read this agreement, fully understand the agreement, agree to be bound by the agreement, including the terms, conditions and limitations described above, and have received a copy of the agreement.**

Clients Name: \_\_\_\_\_

Client: \_\_\_\_\_

(Signature)

Clients E-Mail Address: \_\_\_\_\_

Clients Phone Number: \_\_\_\_\_

Provide my Agent a copy of the home inspection report. \_\_\_\_\_

(Initials for Yes or "leave blank" for No)

Alabama Home InspeXions® LLC: \_\_\_\_\_ Date: \_\_\_\_\_

Gina A. Swan, Owner