

Alabama Residential Inspection Services, L.L.C.
P.O. Box #150
Capshaw, Alabama 35742
Phone: [800] 274-1473
Website: <http://www.house-inspectors.com>

Payment Check # _____

Inspector's Name: _____

Home Inspection Agreement

CUSTOMER INFORMATION

ADDRESS OF HOME TO BE INSPECTED

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ (Home); _____ (Work)

Email Address: _____

For a fee of \$ _____, the Customer and **Alabama Residential Inspection Services, L.L.C.**, hereinafter known as the Inspector and/or Company agree to have the Company conduct an inspection, on (*inspection date*) _____ for the purpose of informing the Customer of major deficiencies in the condition of the home identified above. The Company will perform this inspection of the subject property for the Customer in accordance with the State of Alabama Building Commission – Chapter 170-X-25-.01 “Standards of Practice for Home Inspectors” and Chapter 170-X-25-.02 “Code of Ethics for Home Inspectors”. The inspection and report are to be performed and prepared for the sole, confidential and exclusive use and possession of the Customer. The Customer shall promise to indemnify and hold harmless the Company for any damages and / or expenses involved in addressing or defending claims made by others in attribution to this report. The Customer warrants that all necessary arrangements have been made with the property owner for the Company to enter and inspect the home described in this agreement. The Customer has been encouraged to participate in the inspection, and shall not hold the Company responsible for falls, injuries, property damage, etc. The Customer accepts the responsibility for incomplete information should the Customer choose not to participate in the inspection. The Written report will include comments based on observations of the visible and accessible parts of the following only:

- * Structural components and basement.
- * Electrical, plumbing, domestic water heating.
- * Condition and general age of major systems.
- * Kitchen and major appliances.
- *General interior, including ceilings, walls, floors, windows, doors, and stairs.
- *Central heating and air conditioning.
- *Attic, crawlspace, ventilation, and insulation (if readily and safely accessible).
- *General exterior, including roof, gutter, chimney, major drive and walkways, drainage and grading.

An inspection is intended to assist in the evaluation of the overall condition of the home. This will be a limited visual inspection of the visible, exposed elements of major components of the home. Substantial deficiencies may exist and not be detected because of the limited nature of such an inspection. The inspection is based on observation of the visible and apparent condition of the home and its components on the date of the inspection, at the time of the inspection. Most home inspectors are not licensed structural engineers they are generalists. If your home inspector is not a licensed structural engineer or other professional whose license authorizes the rendering of an opinion as to the structural integrity of a building or its other component parts, you may be advised to seek a professional opinion as to any defects or concerns mentioned in this report. The inspector is not required to climb on the roof. The inspector does not perform invasive procedures: equipment, items and systems will not be dismantled. The inspector only uses normal operating devices. Inspection will be made to see if a component is doing its major function, not minor functions. Maintenance, cosmetics and other things may be discussed, but they are not a part of the inspection and report. The written report will be the total report and no reliance should be made on anything discussed during the inspection.

The weather will impact the inspection, usually with a mix of pluses & minuses. Very cold weather allows operation of heating systems but prevents operation of air conditioning equipment. In hot weather the cooling equipment can be operated but the heating equipment may not. Rainy weather usually can make it easier to spot a leaking roof or basement, but snow can obscure roofing, landscaping, driveways, etc.. Unfortunately, the Inspection Company will not be able to return to check the property during alternate weather without an additional charge.

TOTALLY EXCLUDED:

The inspection will **not** include any area that has access or clearance less than thirty inches in any direction, or is not safely accessible from a fourteen-foot ladder. This is **not** an engineering analysis. This is **not** a compliance inspection or certification for past or present governmental codes, rules or regulations, of any kind. This is **not** an inspection, certification or evaluation of building code or zoning ordinances of any kind. This is **not** an inspection, certification or evaluation of geological stability, soil condition, or flood potential determination. This is **not** an inspection, certification or evaluation of the structural condition, or property value. **NO** search for manufacturer's recalls is included. **NO** search or check of municipal records is included. Latent, hidden and concealed defects and deficiencies are **excluded** from the inspection and report. Also **excluded** are prediction of life or expectancy of any component or structure. **NO** warranty or guarantee of the structure, grounds or components is made or implied by the Company. The Company shall **not** be held responsible or liable for any repairs or replacements with regard to this property, grounds, systems, components, or the contents therein. The inspection and report **do not** address and **are not** intended to address the presence, or danger from any potentially harmful substances and environmental hazards including but not limited to: asbestos, radon, radon gas, formaldehyde, lead, lead paint, lead plumbing, water pollutants, sick building syndrome, air quality, toxic or flammable substances, toxic or flammable gasses, electromagnetic fields, noise, fungus/molds, carcinogens, carbon monoxide, urea, water quality, water hazards, or airborne hazards.

Also **excluded** from this inspection and report are: specific components noted as being excluded in the inspection report, systems that are shut down or inactive, cosmetic or subjective defects, swimming pools, spas, wells, onsite and offsite sewage disposal systems, private sewage disposal systems, private water or sewage systems or any component thereof, buried piping, fountains, shower pans, saunas, mist systems, steam baths & equipment, ponds, outbuildings of any kind except garage or carport, landscaping, playground equipment, buried or not visible foundations, BBQ's, radio-controlled devices, automatic gates, elevators, load control devices, audio/alarm/intercom systems, thermostatic controls, motion controls, light sensitive controls, time clock controls, telephone or television systems, security/display lighting, solar systems, sink/tub overflows, heat exchangers, gas fired cooling systems, humidifiers, electronic air cleaners, environmental conditioning systems, security systems, central vacuum systems, water conditioning equipment, sprinkler systems including lawn sprinklers and fire sprinklers and associated piping, fire and other safety equipment, freestanding appliances, or other personal property.

This is **not** an inspection for the presence or absence of rodents, termites or other wood destroying insects or organisms, but if observed they may be reported. This is **not** an inspection for the presence/damage caused by termites, pests, wood rot, or other wood destroying organisms, but if observed they may be reported. This is **not** an inspection for the presence or absence of animal urine or feces, but if observed they may be reported. This inspection is **not** an evaluation for past, present or future, business, commercial or industrial use. The Customer is urged to contact a competent specialist if information, identification, and/or testing of the above are desired.

The undersigned have read, understood and accepted the terms and conditions of this page.

Customer:

(Signed) _____ (Date) _____

One signature binds spouses, Et al, etc..

DISPUTES:

No lawsuit or other type of claim of any kind arising out of or in any way relating to this agreement, the inspection or the report shall be made unless each of the following conditions is satisfied first, in order:

1. Date by Which Notice of Claim must be given.

Written Notice of the claim must be given to the Company on or before the 180th day after the date of this Agreement.

The notice shall:

- (a) Describe the claim including what the Customer believes the Company did or failed to do.
- (b) Describe why the Customer believes the Company is responsible.
- (c) Describe what the Customer believes the Company should do about it.
- (d) Offer to allow the Company to inspect as required in the following paragraph.

Notice shall be sent by first class mail to the Company address as set forth in this agreement.

2. Right to Re-inspect.

If the Customer believes the Company made a mistake, before making any repairs or alterations relating to the alleged mistake, the Customer shall notify the Company and provide the Company a reasonable opportunity to inspect the portion of the property relating to the alleged mistake.

3. Negotiation.

If the dispute has not been resolved as a result of the re-inspection:

- A. The Company and Customer hereinafter also known as the party or parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, the inspection or the report promptly by negotiation. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include a statement of each party's position and a summary of arguments supporting that position. Within 30 days after delivery of the disputing party's notice, both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.
- B. If the matter has not been resolved within 30 days of the disputing party's notice, or if the parties fail to meet within 30 days, either party may initiate mediation of the controversy or claim as provided hereinafter.
- C. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for the purposes of the rules of evidence.

4. Mediation.

If the dispute has not been resolved by negotiation as provided herein, the parties shall endeavor to settle the dispute by mediation under the then current commercial mediation rules of the American Arbitration Association ("AAA") or under such other non-binding alternate dispute resolution rules to which the parties agree in writing.

At these proceedings a court reporter shall be present for accurate recording of all transcripts.

A single, neutral third party will be selected from the AAA panel of neutrals, with the assistance of AAA, unless the parties agree otherwise.

5. Lawsuit.

If the dispute has not been resolved by mediation after one session with a neutral, and if each of the other conditions set forth in this agreement have been properly and fully satisfied, then either party may file a lawsuit or other type of claim provided it is filed within the time period set forth below.

6. Time within which lawsuit must be filed or be forever barred.

No lawsuit or other type of claim arising out of or in any way relating to this Agreement, the inspection or the report may be filed unless it is filed within one year of the date of this agreement and unless and until each of the pre-conditions listed in this agreement are fully and properly satisfied.

7. Limitation on Damages.

The purpose of this provision is to limit the amount of money damages that the Customer may claim and recover from the Company. The maximum amount of money that the Customer may claim and recover is hereby limited to two times the fee paid by the Customer to the Company under this agreement. This limitation applies to every type of claim or cause of action arising out of or in any way relating to this Agreement, the inspection or report, including but not limited to breach of contract, negligence, negligent misrepresentation and violations of any Unfair Trade Practices Act.

This limitation does not apply to any claim for vexatious litigation or similar type of claim by the Company against the Customer or Customer's lawyer.

ALTERNATIVE INSPECTION AVAILABLE: A more extensive inspection and report are available to the Customer for a fee in excess of \$5,000.00 with the requirement of access to the property for at least one full month, to allow extensive inspection.

The undersigned have read, understood and accepted the terms and conditions of this page.

Customer:

(Signed) _____ (Date) _____

One signature binds spouses, Et al, etc..