

HOME INSPECTION CONTRACT

This Agreement is made and entered into as of the date indicated below, by and between:

		AND	
<u>Inspection Company:</u> Professional Inspection Services, LLC (PIS) P.O. Box 9774 Columbus, GA 31908 (706)-565-0333			Name: Date: <u>Client:</u> Phone: Invoice: Email:

Client hereby requests, and PIS hereby agrees, that a "home inspection" will be performed on the residence located at the following address, subject to the terms, conditions, and limitations contained herein, for and in consideration of a sum of \$_____ which will comprise the total inspection fee which includes the cost of any follow-up requested by Client and agreed to by PIS. The residence to be inspected is as follows:

Address:

The following terms, conditions and limitations are hereby understood and agreed upon pursuant to the consideration recited in this contract:

- 1) Visual Inspection:** The inspection performed pursuant to this Inspection Contract is a "visual inspection" only of the observable **(initial)** "readily accessible" "installed systems" and "components" of the residence described above. This "visual inspection" is made in accordance with the American Society of Home Inspectors®, Inc. (ASHI) Standard of Practice which establish the minimum uniform standards for home inspectors. While the inspection of the residence above may exceed these standards, it is understood that the inspection is intended to meet the standards set forth by ASHI. ***This term, condition and limitation is expressly made in compliance with the notice provisions of the Official Code of Georgia Annotated § 8-3-331 and /or the rules and regulations of the Alabama Building Commission.***
- 2) Purpose and Scope of Inspection:** The purpose of this home inspection is to provide an opinion concerning the home's readily **(initial)** accessible installed systems and components and to educate the Client about general condition of the home. The inspection is not intended to be technically exhaustive and will be focused on identifying major problems. All of the home's deficiencies may not be revealed by the inspection. The inspection will consist of a visual inspection pursuant to ASHI standards of the readily accessible portions of the exterior, roofing, plumbing, electrical, heating, air conditioning, interiors, insulation and ventilation, fireplaces and solid fuel burning appliances. The scope of the inspection with respect to the described components will be subject to the exclusions and general limitations contained herein, described in the ASHI standards and as further detailed in the inspection report. ***This term, condition and limitation is expressly made in compliance with the notice provisions of the Official Code of Georgia Annotated § 8-3-331 and /or the rules and regulations of the Alabama Building Commission.***
- 3) Inspection Report and Notification to Client:** An inspection report will be prepared and provided to the Client within a **(initial)** reasonable period of time after the inspection. The inspection report will contain the opinions of the inspector regarding the condition of the readily accessible installed systems and components of the home on the day of the inspection. The inspection report will be prepared with due skill and care subject to the limitations contained herein, under ASHI standards and as further detailed in the report. It is expressly understood that opinions regarding the condition of the installed systems and components of the home may vary amongst inspectors, contractors and repairmen. ***This term, condition and limitation is expressly made in compliance with the notice provisions of the Official Code of Georgia Annotated § 8-3-331 and /or the rules and regulations of the Alabama Building Commission.***
- 4) Limitations:** In addition to the foregoing, the inspection will be subject to the following limitations: **(initial)**

 - a) THE INSPECTION AND INSPECTION REPORT **ARE NOT A GUARANTEE. NO WARRANTY**, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, REGARDING THE CONDITION OF THE PROPERTY, BUILDINGS, ITEMS CONTAINED IN THE BUILDING, STRUCTURAL, MECHANICAL AND SYSTEMS INSPECTED IS MADE BY THE PERFORMANCE OF THE INSPECTION AND THE PREPARATION OF THE REPORT AND IT SHOULD NOT BE RELIED UPON AS SUCH;

- b) The inspection and inspection report excludes and does not intend to cover any areas, items and conditions, which by their nature are, concealed, not accessible, not visible, cosmetically altered, not conveniently located, otherwise difficult to inspect, or require the relocation, removal or displacement of any material, object or thing being a precondition to such inspection or inspection report.
- c) The inspection and inspection report excludes and does not intend to cover swimming pools, whirlpools, spas, hot tubs, wells, water potability, septic systems, tennis courts, playground equipment or household appliances including but not limited to leisure and laundry equipment. Also excluded are all fixtures and cosmetic conditions such as wallpapering and paint except where a visual inspection clearly indicates a significant flaw or defect.
- d) PIS does not warrant, represent or inspect for any hazardous materials, substances, contaminants, pollutants, toxic gases or wastes, of any kind, including those as defined in applicable statutes, regulations, orders and bylaws enacted or adopted for the protection and conservation of the natural environment including but not limited to, urea formaldehyde foam insulation (UFFI), lead, asbestos, radon and gamma carbon monoxide and polychlorinated biphenyls (PCB's) wherever they may be located. PIS does not inspect or monitor any geological or soil conditions. Furthermore, PIS does NOT inspect for or make any representations or determinations regarding the prior use of the home for illegal purposes including but not limited to the production of methamphetamines or other illegal substances.
- e) The inspection conducted by PIS will not include an inspection of the quality of the indoor air and the presence of irritants, pollutants, contaminants, toxic materials or organisms including but not limited to mold and/or mildew. While PIS may include information concerning the presence of mold or mildew in its report, this information is included ONLY for the purposes of aiding in the overall evaluation of the installed systems and components of the home. Upon a visual finding of such data, the Client is advised and encouraged to obtain a more comprehensive and thorough inspection to determine the nature, origin and cause of this data.
- f) Although PIS may look for termites and other wood damaging or non-wood damaging insect infestations, PIS does not assume any liability or responsibility for determining their presence, in the past, present or future.
- g) PIS has limited its inspection of heating, ventilating, air conditioning, electrical and plumbing systems to their visible components and the matters specifically noted in the Inspection Report.
- h) In the event cost estimates or expenses of repairs are provided by PIS or its inspector, these cost estimates are opinions. Contractors or repairmen with the necessary skills and experience to undertake any needed repairs should be contacted for specific quotations on costs. It is further understood that if a necessary repair is not made within a reasonable time from receiving notice of the need of such repair that additional damages and repair costs could result from any such delay.
- i) This inspection will NOT be performed to make any determinations regarding the compliance or breach of building, plumbing, electrical, zoning, environmental, historical or other applicable municipal, city, county, state, or federal codes, laws, or ordinances with respect to the home being inspected. Furthermore, this inspection does not take into account any eligibility or compliance requirements for mortgage, insurance, or utilities purposes.
- j) The inspection and inspection report are further limited by the standards and guidelines set forth by ASHI. A copy of the ASHI Standards of Practice are available to Client upon request for further limitations on the inspection to be performed.
- k) Upon Client's request, a follow-up may be made at the discretion of PIS and its inspector to assess any repairs to the inspected home. Any such follow-up will not be a complete inspection, but will be limited to only the specific areas Client has specified to PIS and its inspector. It is the Client's responsibility to request and schedule any such follow-up. PIS and its inspector shall be under no obligation to perform any such follow-up within any specific time constraint or prior to any closing on the inspected home. If said follow-up takes place, it will be performed within a reasonable time frame as determined by PIS and its inspector.

(initial) **5) Limitation of Liability and Indemnity Agreement:** The inspection and the inspection report provide an *opinion* only. PIS does not assume any liability or responsibility for repairs, replacement, or cost for the same for any defects or conditions that are identified or not identified during the inspection. Client expressly agrees that the maximum aggregate amount of liability to PIS and its inspector shall be limited to the total inspection fee paid as consideration for the inspection. Client further agrees pursuant to the consideration recited herein to indemnify and hold PIS and its inspector harmless for any claims, actions, lawsuits, or demands brought against PIS and its inspector by or on behalf of any third party claimant or plaintiff for work performed hereunder which shall include those for the negligent acts of PIS and its inspector. Client's indemnification shall include the costs of any judgment, claim, cost or expense, including but not limited to attorneys' fees and costs incurred as a result thereof.

(initial) **6) Right of Entry:** Client warrants that PIS and its inspector have the right to enter and be anywhere within the boundaries of the premises where the residence to be inspected is located for the purposes of conducting said inspection. This warranty shall extend through the time of the inspection or any requested follow-up.

(initial) **7) Confidentiality Agreement:** Client understands that the inspection results and inspection report will remain confidential unless Client requests otherwise.

(initial) **8) Arbitration and Choice of Standards Agreement:** Client and PIS agree to submit any and all disputes relating to or arising out of the business undertaken in this Home Inspection Contract to binding arbitration through the American Arbitration Association. It is further agreed that the standards governing any standard of care and/or duty that will govern an arbitrated dispute will be those set forth by the American Society of Home Inspectors®, Inc. (ASHI) which were in effect at the time of the work performed hereunder.

(initial) **9) Collection of Delinquent Debts Owed Under this Contract:** All fees, sums, or monies owed under the terms and conditions of this home inspection contract shall be due no later than five (5) days after the delivery of the inspection report. Upon Client's failure to pay any fees, sums, or monies owed pursuant to this contract, it is understood that PIS may seek any and all available remedies at law, equity or otherwise to recover any fees, sums, or monies PIS is owed. The remedies may include obtaining the services of a debt collector or attorney at law. Should these services be necessary, Client will be responsible for any reasonable fees, sums, or monies incurred by PIS in collecting the debt owed by Client to PIS.

(initial) **10) Severability:** If any provision of this Home Inspection Contract is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part or such provision and all other provisions contained herein shall continue in full force and effect.

(initial) **11) Entire Agreement:** This Home Inspection Contract contains the entire agreement of PIS and Client, and is subject to the limitations contained herein, the limitations contained in the inspection report and further subject to the ASHI Standards of Practice. The parties agree to be bound by the terms, conditions, and limitations contained herein.

I HAVE READ THE TERMS, CONDITIONS, AND LIMITATIONS OF THE HOME INSPECTION CONTRACT. I ACCEPT THOSE TERMS, CONDITIONS AND LIMITATIONS AND AGREE TO BE BOUND BY THEM.

Client Signature: _____

Date: _____