

Simmons Home Inspection, LLC
12000 CR 430
Meridian, MS 39301
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INSPECTION AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT PLEASE READ IT CAREFULLY

Parties: The parties to this agreement are: Simmons Home Inspections, LLC (HI-3045) and _____
(hereinafter client).

Agreement: This agreement is incorporated with the inspection report prepared by Inspector. Said report is prepared for the sole and exclusive use of client.

Subject: Inspector agrees to a limited, visual inspection of the house being the residence located at _____ (please initial to ensure correct address) _____

Fee: The Client will pay the inspector a fee of \$ _____ at the time of the inspection

Scope of practice: The inspection of the subject property shall be performed by Inspector for the Client in accordance with The Standards of Practice as set forth by the Alabama Building Commission (provided for you upon request). The purpose of the inspection is to identify and disclose to the client major deficiencies and defects of the systems and components of the subject premises which are visually observable at the time of inspection. It is not unusual that some conditions change or some equipment becomes inoperable prior to an act of sale. The inspection shall provide the Client with a better understanding of the property conditions as observed at the time of the home inspection. Although minor problems may be mentioned, this report will not attempt to list them all. The inspection will consist of only a visual analysis of major systems and components of the property that are in need of immediate repair replacement, or further evaluation by a specialist. Not every defect will be discovered at the time of inspection. The inspection is not intended to be technically exhaustive. The inspection report contains information that may not be mentioned or discussed during any verbal presentation of the findings of the Inspector.

Limitations of the inspection: The inspection is limited to readily accessible and visible major systems, components, and equipment located in and attached to the premises. The Inspector is not required to enter under-floor crawlspace areas that have less than 24 inches of vertical clearance between components and the ground or that have an access opening smaller than 16 inches by 24 inches. Any area which will, in the opinion of the inspector, likely be dangerous to the inspector or other persons or damage the property or its systems or components. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or other materials is not included in this inspection. Weather limitations may affect the extent to which the Inspector may inspect the property, especially in connection with the heating and air conditioning systems. This inspection is not considered to be an expressed or implied guarantee of warranty of any kind regarding the condition of the property, its systems or components. Further limitations described in the report also apply. **Clients Initials**

Inspection Exclusions: The following items are excluded from any inspection performed by Inspector on the subject property:

- Hidden or latent defects;
- Presence of molds, fungi, and Chinese dry wall.
- The presence or absence of pests, termites, wood damaging organisms, rodents, or insects;

- Detached buildings, walkways, fencing, grading, swimming pools, spas, underground plumbing, septic systems or sprinklers, water softeners, purifiers, and other components or structures not attached to the premises, unless specifically agreed upon in writing by both parties;
- Testing for the presence of or danger from asbestos, radon gas, lead paint, urea formaldehyde, soil contamination, potentially dangerous chemical substances, air quality, water quality or other environmental concerns;
- Building code or zoning ordinance compliance or violation;
- The adequacy of any design or installation process of any system, component or other feature of the subject property.
- Structure stability, engineering analysis, geological stability or soil conditions, unless otherwise agreed upon in writing by both parties;
- A prediction of future conditions or life expectancy of systems or components;
- The causes of the need for a repair, or the methods, materials and costs of correction;
- The marketability or market value of the property, or the advisability or inadvisability of purchase of the property;
- Any item excluded or not inspected or reported on in the report;
- Air conditioning and heating systems internal conditions or the adequacy of duct work and insulations;
- Furnace heat exchangers, fire places, chimneys or flues;
- Radio controlled devices, garage door openers, automatic gates, elevators, thermostatic timer controls or dumbwaiters. **Clients Initials**_____

Notice of claim: Client agrees that any claim for Inspector's failure to accurately report visually discernable conditions 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 the exception of emergency conditions, neither Client nor anyone acting on Client's behalf, will make alterations, modifications, or repairs to the subject of the claimed discrepancy prior to a reinspection by the Inspector. Inspector agrees to re-inspect the claim within 72-hours of receipt of written notice by Client, exclusive of weekends and holidays. Client further agrees and understands that any failure to notify the Inspector as set forth above, shall constitute a waiver of any and all claims for said failure to accurately report the condition.

Limitation of Liability: The liability of Inspector, its principles, agents, and employees, for errors and omissions in the inspection and report is limited to a refund to the client of the fee paid for this inspection and report. Client assumes the risk of all losses greater than the fee paid for the inspection and report. Client agrees and understands that this inspection is not a home warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures which may be required by law. Neither Inspector, nor its agents, principles, or employees, shall be liable for any repairs or replacement of any components, systems, structure of the property or the contents therein, either during or after the inspection, Inspector is acting as a licensed home inspector pursuant to the laws of the State of Alabama Building Commission and not as a professional engineer, or plumbing, electrical, HVAC, or other contractor. Any recommendation made by Inspector to client to engage the services of any of above referenced specialized contractors or engineers for the purposes of inspecting, cleaning, and/or evaluating the systems, components, and/or structure of the subject property shall relieve Inspector for any liability to Client for the inspection and report of components, systems, or structures.

The Inspection and report are performed and prepared for the sole and exclusive use and possession of the client. No other person or entity may rely on the report issued pursuant to this agreement

In the event that any person, not a party to this agreement, makes any claim against INSPECTOR under this agreement, its employees or agents, arising out of the services provided by INSPECTOR under this agreement, the CLIENT agrees to indemnify, defend and hold harmless INSPECTOR, its employees and agents, and all damages, costs and attorney fees arising for such a claim.

Arbitration: Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except for payment of the inspection and report, except for payment of the inspection fee, shall be resolved in accordance with the Rules of the American Arbitration Association. The parties shall select a mutually agreed upon arbitrator who is a home inspector licensed by the State of Alabama with a minimum of five years experience as an ASHI or ISHI certified inspector. If the parties are unable to agree upon an arbitrator, either party may request that an arbitrator, who is a licensed home inspector, be selected by the Alabama Building Comm. Such selection shall be binding on the parties. The prevailing party shall be awarded all arbitration costs.

Attorney fees: In the event that client files suit in any court arising out of this agreement, or the services performed hereunder, Client agrees to pay the Inspector, all costs, expenses, and attorney fees incurred by Inspector, his agents, or employees, in the defense of such suit. This section shall not apply to arbitration proceedings unless the selected arbitrator finds that the claim brought by Client is totally without merit.

Severability: Client and Inspector agree that should a court of competent jurisdiction determine and declare that any portion of this contract is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

Clients Initials _____

Cancellation: If the inspection is cancelled by the client or authorized representative within twenty-four hours of the agreed upon time of the inspection a cancellation fee equaling 50% of the original inspection costs will be paid to the Inspector.

Additional Services: the client has the option of asking for a “final walk – through” inspection in addition to the inspection covered in this agreement. The charge for this inspection will be 50% of the original inspection.

Client or his agent will provide access to the premises to be inspected.

The undersigned have read this entire agreement and understand and accept the terms and conditions thereof.

Client agrees to release reports to realtor: yes _____ no _____

By:

Inspector

____/____/_____
Date

Client/Authorized Representative

Email address