



AHI Home & Building Inspection Services
“Where Honesty, Accuracy and Integrity Matter”
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 *Licensed Home Inspector NC and SC

Home Inspection Agreement, Please Read Carefully.

HOME AND BUILDING INSPECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2010 by and between **AHI Home & Building Inspection Services (herein “Inspector”)** and _____ (herein “Client”).

PURPOSE: Client seeks to hire Inspector to perform home or building inspection at a time and place indicated below and compensate him for his services. Inspector wishes to perform home or building inspection services as requested by Client and be fully paid in a timely manner as indicated below.

DEFINITIONS: *Home Inspection* or *Home Inspection Report* shall mean a written evaluation of two or more of the following components of a residential building: heading system, cooling system, plumbing system, electrical system, structural components, foundation, roof, masonry structure, exterior and interior components, or any other related residential housing component. *Onsite Inspection* shall refer to Inspector’s visual observations and notes made while inspecting the subject premises.

NOW THEREORE, in consideration of mutual promises contained herein, the undersigned parties agree to the following:

1. INSPECTOR’S DUTIES: Inspector will perform an Onsite Home or building Inspection and any additional services requested by Client below at the agreed time and place designated by the Client in Paragraph 3. Upon completion of the Onsite Inspection, Inspector will complete a Home Inspection Report and provide it to the Client within 3 business days after the inspection was done. Transmission of the Home Inspection Report in electronic format by email, facsimile, or by any other commonly acceptable means of delivery will be acceptable.

2. HOME INSPECTION: The Home Inspection to be performed for Client is a non-invasive physical examination, performed for the fee set forth below, designed to identify apparent material defects in the systems, structures and components of the above-referenced primary building and its associated primary parking structure as they exist at the time of the inspection. For the purposes of this Agreement and as used herein, the Inspector considers a “material defect” as any visually observed condition that he believes in his opinion significantly affects the value, desirability, habitability or safety of the building. Style or aesthetics shall not be considered in determining whether a specific system, structure, or component is defective. The Home Inspection shall be limited to those specific systems, structures, and components that are visually accessible. Components and systems shall be operated with normal user controls only and as conditions permit. **The inspection will be in accordance with the American Society of Home Inspectors (ASHI), the North Carolina Home Inspectors Licensure Board & South Carolina LLR Standards Of Practice and Code of Ethics.** A copy of the Standards is available upon your request.

3. CLIENTS DUTIES: Client will provide Inspector will all necessary information and property access to complete the Home Inspection. Client will fully pay Inspector within 2 business days from the date Inspector sends the Home Inspection report to Client, or if applicable—within 7 days of the stated Closing Date stated in Paragraph 3. If Client is not the owner of the property, then upon Inspector’s request, Client must provide Inspector (prior the Inspector’s scheduled Onsite Inspection) with written evidence that he or she is authorized to act on Owner’s behalf and/or prove to Inspector that owner expressly consents to this entire Agreement. . Client hereby requests the Onsite Home Inspection occurs at the time and place described below and certifies property ownership as follows:

CONTACT INFORMATION: Client please fill out all requested information below.

Client or Authorized Agent’s Name (Printed): _____
Property Location: _____
Desired Onsite Inspection Date: _____ **Desired Start Time:** _____ (standard appointment times 10:00 am & 3:00pm)
Approximate Total Sq. Ft.: _____ **Closing Date:** _____

Email Address: _____
Client’s Current Address: _____
Phone: (_____) _____ **Fax:** (_____) _____

4. PAYMENT FOR SERVICES: Client promises to pay Inspector for all services provided under the terms herein. The total amount owed to Inspector is as follows: Home Inspection \$ _____ + Additional Services requested in Paragraph 5 \$ _____ **Total =\$ _____**
 Base Home Inspection rate .14 per heated & unheated sq ft. (\$300.00 min.)

(a) All Payments are due at time of inspection. Payment options are: Cash Check, # _____
 At Closing (This option must be secured by a Credit Card). Note: if payment is not received by 7 days after the closing date noted on this agreement, the client authorizes AHI Home & Building Inspection the right to charge the credit card listed below. If buyer/client decides not to purchase property, inspection fee is due immediately.

Credit Card Number: DO NOT LEAVE SPACES BETWEEN NUMBERS **Card Expiration Date** **3 digit security**

(b) If client fails to pay Inspector within the time proscribed above, client will be in default of this Agreement.
Client agrees to pay Inspector interest in the amount of 1.5% per month beginning 30 days from the date of default until paid.

5. ADDITIONAL SERVICES: Inspector agrees to perform any additional services below as indicated by Clients initials. Client agrees to pay for any additional service below as requested and indicated by Client’s initials.

(a) Radon Test: For an additional fee of \$125.00 we will conduct an EPA approved short term radon test at the listed property. The Environmental Protection Agency (EPA) believes "Radon is a cancer-causing natural radioactive gas that you can't see, smell or taste. Its presence in your home can pose a danger to your family's health. Radon is the leading cause of lung cancer among non-smokers. Radon is the second leading cause of lung cancer in America and claims about 20,000 lives annually." Radon Testing from AHI Home & Building Inspection Services is provided at an additional cost and under a separate agreement.

Initial here _____ if CLIENT(S) wishes to have a Radon Test. (\$175.00 with-out inspection.)

(b) Limited Visual Mold Inspection: I agree and understand that whereas AHI Home & Building Inspection may report on suspicious stains or mold-like substances, that the inspector is not an environmental hygienist and is not providing the service of a "mold inspector" under the Home Inspection agreement. Advanced inspection services to identify any purported mold or fungi are available at additional cost from AHI Home & Building Inspection Services and under a separate agreement. **Initial here _____ if CLIENT(S) wishes to have a mold inspection. (Rates start at \$300.00 with Home Inspection.)**

(c) PEST INSPECTIONS: Initial here _____ if CLIENT(S) wishes to have a WDIR inspection (\$75.00 with home inspection only)

(d) WATER TESTING: (Includes chloroform and E. coli bacteria tests) starting at \$125.00 **Initial here _____ if CLIENT(S) wishes to have the water tested.**

6. LIMITATIONS, EXCEPTIONS, AND EXCLUSIONS: Excluded from this Home Inspection is any system, structure, or component of the home which is inaccessible, concealed from view, or cannot be inspected due to circumstances beyond the control of the Inspector, or which Client has agreed is not to be inspected. The following are excluded from the scope of this Home Inspection unless specifically agreed otherwise between Inspector and Client:

- The Inspector is not required to move furniture, personal items, equipment, insulation, or enter un-floored attic areas, evaluate the condition or presence of storm windows / doors / screens / storm shutters, awnings or any other seasonal accessories, or determine their functional efficiency. Certain factors relating to any systems, structures, or components of the building, including, but not limited to: adequacy, efficiency, durability or remaining useful life, costs to repair, replace or operate, fair market value, marketability, quality, or advisability of purchase. The operational capacity, quality, or suitability for a particular use of the items inspected as well as design problems and adequacies are not within the scope of this inspection report. Intercoms, security systems, built-in vacuums, lawn sprinklers, internal furnace combustion systems, fuel/oil tanks and water conditioning equipment are not inspected or evaluated. No destructive or disruptive testing procedures are performed by the Inspector.
- Soil conditions, geological stability, infestation inspections, cosmetics, or engineering analysis are beyond the scope and purpose of this inspection. The inspection is not a compliance inspection or certificate for past or present government or local codes or regulations, or the suitability of the property for any specialized use. Determining the presence or absence of radon gas, carbon monoxide, safety glass, lead paint or any suspected hazardous substance, including but not limited to toxins, carcinogens, molds, mildew, fungi, noise, contaminants in soil, well, and air are beyond the scope of this inspection.
- Determining compliance with installation guidelines, manufacturer's specifications, building codes, ordinances, regulations, covenants, or other restrictions, including local interpretations thereof.
- Obtaining or reviewing information from any third-parties including, but not limited to: government agencies (such as permits), component or system manufacturers (including product defects, recalls or similar notices), contractors, managers, sellers, occupants, neighbors, consultants, homeowner or similar associations, attorneys, agents or brokers..
- Dismantling of any system, structure, or component, or perform any intrusive or destructive examination, test or analysis. Examining or evaluating fire-restrictive qualities of any system, structure or component of the building.
- Examining or evaluating the acoustical or other nuisance characteristics of any system, structure, or component of a building, complex, adjoining properties, or neighborhood.
- Services for inspecting or evaluating the excluded items listed above may be available from the inspector for an additional fee or from specialists qualified to inspect or evaluate a particular category or item. Inspector is Home Inspection generalists and is not acting as an expert in any craft or trade. The inspection report may contain recommendations for further evaluation by an individual other than Inspector herein who is qualified as an expert or specialists. If Inspector recommends consulting other specialized experts, Client agrees to do so at their own expense. It is Client's duty and obligation to exercise care to protect himself or herself regarding the condition of the subject property, including those facts which are known or within the diligent attention and observation of Client.

7. DISPUTES: Client understands and agrees that any claim for failure to accurately report the visually discernable conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the inspector with-in ten days of discovery. Client further agrees that, with the exception of emergency conditions, client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

ALL CLAIMS MUST BE SUBMITTED WITHIN ONE YEAR OF THE DATE OF THE INSPECTION. THE CLIENT UNDERSTANDS THAT THE HOME INSPECTION IS NOT A WARRANTY AND SHOULD NOT BE CONSIDER AS SUCH.

8. ARBITRATION: Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the recognized Arbitration Association except that the parties shall select an arbitrator who is familiar with the Home Inspection industry. The Arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceedings by legal code.

9. ATTORNEY'S FEES: The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorneys' fees, arbitration and other costs.

10. SEVERABILITY: Client and inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, void able or unenforceable, the remaining provisions and portions shall remain in full force and effect.

11. CANCELLATION CLAUSE: It is Client's responsibility to have **all utilities to be inspected, operational for the day of inspection.** This includes utility company connections, valves, breakers, pilot lights, winterized systems etc. **Inspector must always assume that if any main connection, valve, or electrical breaker is turned off on the day of inspection it is done for a good reason and must remain in that position.** Furthermore, full payment for this inspection will be due if client decides for any reason to cancel within 48 hours of the above scheduled time & date.

LIMITATIONS OF LIABILITY: INSPECTOR'S LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. THE LIABILITY OF INSPECTOR'S PRINCIPALS, AGENTS, AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSE OF ANY KIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.

BY SIGNING BELOW THE CLIENT HAS READ, UNDERSTAND AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREES TO PAY FEE LISTED.

CLIENT

INSPECTOR: