

INSPECTION AGREEMENT

Alabama regulations require that a Inspection Agreement be signed prior to the inspection. This Inspection Agreement is between the client named at the bottom of this agreement hereinafter called “CLIENT” and **Pro Step Home Inspection** hereinafter called “INSPECTOR”. The client hereby authorizes the inspector to perform a limited visual inspection (also called a Standard Inspection), within the scope set forth in this agreement, under the following terms and conditions.

Address of Property to be Inspected: _____

- A. **I, the Client:** hereby request a Standard Inspection of the structure at the address named on this contract, for my sole use and benefit. I warrant that I will read the following Agreement carefully. I understand that I am bound by all the terms of this contract. I will read the entire Inspection Report when I receive it and promptly call the Inspector with any questions that I may have. Client agrees to immediately contact Inspector for copies of any pages found to be missing from any part of the Report. After reading the Agreement and Report, if Client has any questions, concerns, or require changes to any term of the Agreement, please discuss with the Inspector.
- B. **Use of Report:** The Report and the Agreement are inseparable; both go together as one document. Use of the Report acknowledges Client’s agreement to the terms of the agreement. Examples of Use of the Report would include: (1) negotiates lower price for house or cash at closing for repairs, (2) to generate a list of items Seller must repair, (3) the Inspection Report is required to obtain financing or qualification for a particular loan program, or (4) the Inspection Report is required in order to obtain homeowners insurance.
- C. **The Inspector:** will provide the Client with a Standard Inspection based on the Inspector’s judgment of conditions at the time of the inspection. According to Alabama regulations, the Inspector agrees to perform the inspection in accordance to the current **Standards of Practice and Code of Ethics of the American Society of Home Inspectors (ASHI)**. A copy will be included with the **Inspection Report** or otherwise provided to the Client. Client understands that these Standards of Practices contains certain limitations, exceptions, and exclusions. The Inspector does not perform engineering, architectural, plumbing, electrical, or any other job function requiring an occupational license in the jurisdiction where the inspection takes place.
- D. **The Scope:** of the inspection is limited to the items listed within the report pages. Outside the scope of the inspection is any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, etc. The inspection does not include any destructive testing or dismantling.
- E. **Exclusions:** Wall/window air conditioner units, humidifiers, de-humidifiers, septic systems, portable appliances, playground equipment, sprinkler/irrigation systems and wells for such systems, central entertainment systems, communication systems, perimeter or decorative fencing, security systems, detached buildings, storm awnings or shutters, cable and telephone equipment, pool cleaning equipment, water treatment equipment, etc. If an item exclusion is in doubt Inspector will inspect at the discretion of the Inspector.
- F. **Waiver of Warranty of Inspection:** Client understands and agrees that, to the fullest extent allowed by law, that the Inspector and Company do not insure or warranty the inspection, and Client waives any claim of insurance or warranty. Payment for the inspection is made solely for the services provided by the Inspector and Company in making a limited visual inspection of the property, without invasive investigation or destructive testing, and the production of a written Inspection Report which identifies the conditions actually observed by the Inspector, the cost of such inspection and report would be substantially higher if any insurance or warranty were made. As consideration for the lower cost of inspection made possible by the foregoing waiver of insurance and warranty, Client agrees that the Inspector’s and Company’s liability under this Agreement shall be limited to the inspection fee. The inspection fee amount is included on the face of this Agreement.
- G. **Severability:** The Client and the Inspector agree that should a Court of Competent Jurisdiction determine that any portion of this agreement is unenforceable, the remaining provisions and portions of this agreement shall remain in full force and effect.
- H. **Arbitration:** Any controversy or claim arising out of or relating to this agreement shall, at the discretion of the Inspector, be settled by refund of the cost of the inspection or by arbitration in accordance with the rules of a recognized arbitration association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The Client agrees to notify the Inspector by telephone and in writing of any items in question and to allow the inspector access to the property to evaluate said items BEFORE any corrective action is taken. The Client agrees and understands that any repairs or corrective action without consultation with the Inspector relieves the Inspector of any and all liability.
- I. **Claims, Litigation and Attorney’s Fees:** The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the Inspector has its place of business. If Client makes a claim against the Inspector for any alleged error, omission or other act arising out of this work and fails to prove such claim, Client will pay all attorney’s fees, arbitrator’s fees, legal expenses and costs incurred by the Inspector in defense of the claim.

- J. **Confidential Report:** The Inspection Report to be prepared for the Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client may distribute copies of the Inspection Report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of the Inspection Report. The Inspector assumes no responsibility or liability to any third parties in connection with the Inspection Report. The Inspector's inspection of the property and the Inspection Report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the house/building or its components. Any and all warranties, express or implied, are expressly excluded by this Agreement.
- K. **Limits:** The Inspector limits the maximum liability due to any dissatisfaction to the fee of the System Inspection or Standard Inspection, whichever applies. The Inspector limits all claims against Inspector or Company to a time period of one year from the date stated on the Inspection Report. The Inspector assumes no responsibility for the cost of repairing or replacing any unreported defects or conditions.
- L. **Hold Harmless:** The Client agrees to hold harmless any third party, such as real estate professionals, who are directly involved in this real estate transaction for any alleged error, omission, or other act arising out of this inspection or Inspection Report.
- M. **Client Participation:** The Inspector encourages the Client to attend the inspection, to participate in the evaluation process and to discuss the condition of various elements, expected life spans, likelihood of future repairs, and the extent of any noted deficiencies. Inspector will offer comments as a courtesy, but these comments will not comprise the bargained-for inspection report.
- N. **The fee:** for this limited inspection is \$ _____ which is due in full upon completion of the inspection unless other arrangements have been made.

I agree to the terms of this agreement. I have read and understand all parameters of this agreement. I am signing with that understanding.

CLIENT: _____
 Clients Name:

DATE: _____

INSPECTOR: _____
 Terry M. Shore

DATE: _____