

# A-1 Home Inspection LLC

## Inspection Agreement

GENERAL STANDARDS OF PRACTICE AND REPORT CONDITIONS (Page 1of 2)

The Clients \_\_\_\_\_ agree to the following: in consideration for the fee of \_\_\_\_\_ the inspection company is providing, at the request of Client(s), a real estate inspector to perform a "Real Estate Inspection" on the property located at: \_\_\_\_\_

ARBITRATION: THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND IT IS EXPRESSLY AGREED THAT INSPECTOR, AT ITS SOLE OPTION, MAY REQUIRE THE SUBMISSION OF ANY DISPUTE, CONTROVERSY, OR CLAIM, ARISING OUT OF OR RELATING TO THIS AGREEMENT BASED IN CONTRACT OR TORT WILL BE SUBMITTED TO BINDING ARBITRATION PURSUANT TO THE SC UNIFORM ARBITRATION ACT, SC CODE ANN 15-48-10 (NC PROPERTY NC CODE ANN 50-42) TO THE EXTENT PROVIDED BY LAW.

### REAL ESTATE INSPECTION AGREEMENT

The cursory limited visual inspection pertains solely to items listed on the inspection report which are readily accessible at the time of the inspection. The Inspection to be done under this agreement is only an attempt to identify items in need of immediate repair or specific hazards. The presence of Client(s) has been requested and encouraged during the inspection and shall be at the Client(s) own risk. This inspection is supplemental to any real estate transfer or seller's Disclosure Statement and shall not be used as a substitute for such Disclosure Statements. The Client(s) agree that the scope of the inspection to be provided is defined by the SC LLR Standards of practice in SC and the NCHILB Standards of Practice in NC including any departures made by the inspection company. A copy of the Standards is available to you upon request. These are the agreed standards of practice for the performance of this inspection.

The cursory limited inspection intends to reduce risk but will not eliminate risk, the inspection to be done will not identify all repair needs or hazards be they in accessible or inaccessible areas. When inspection of any system or component is limited or designated as not inspected due to inaccessibility or for any other reasons, Client(s) must understand that conditions affecting the structure, systems or components may be present. All findings should be considered partial or incomplete until further evaluated by a qualified repair person prior to dosing.

Since this inspection is based upon visual observations made on one day during a limited time period, the inspection company cannot be responsible for any condition affecting any system or component which is intermittent and not detectable during the inspection. No warranties or guarantees are expressed or implied. The inspection company will not light pilot lights, activate the main water, gas or electric systems, energize electrical circuits which are off or otherwise operate other than user controls.

The written inspection report provided by the inspection company will contain the opinions of the inspector. These opinions would not be applicable to future changing conditions. Although code compliance and engineering evaluation are specifically excluded from the inspection, some codes may be used as a reference and basis for the opinion of the inspector. The inspection services to be provided are further defined and limited by the report and any attached addenda.

### GENERAL STATEMENTS AND AGREEMENTS THAT APPLY TO THIS INSPECTION

Unless specifically stated, the report will not include opinions of the following: code compliance, durability, environmental concerns, compliance with any conservation or energy standard, efficiency, fitness for purpose, flood or seismic risks, underground plumbing, structural adequacy and integrity, measurements and calculations, mold, radon, Chinese drywall, meth lab, asbestos, water or air quality, underground storage tanks, electro-magnetic fields, repair cost estimates, building value appraisals, automatic gates, solar systems, future life, future performance, especially that of foundations, insurability, merchantability, obsolescence, quality, safety of any item inspected. In addition, the report will nor contain information relating to: septic systems, wells, cisterns, private water supplies water quality or volume, central vacuum systems, solar systems whether active or inactive, security systems, soils systems, lead paint, asbestos, radon, toxic or flammable materials, refrigerators, freezers, remote overhead door transmitters/receivers, floor coverings, wall coverings, free standing kitchen appliances, detached out buildings, laundry appliances, water conditioners, swimming pools, spas, tennis courts, playground equipment or other recreational or leisure appliances and self-cleaning or continuous-cleaning capabilities of ovens. Further, the inspection will not include any analysis of any wood destroying organisms or insects and wood and non-wood infesting insects such as fleas, cockroaches, bees, mites, ticks, flies, etc.

Any opinion in the report pertaining to aforementioned items is to be considered partial and incomplete. Before completion of any contractual agreements on the property inspected, Client(s) agrees to obtain second opinions or cost estimates by appropriate specialists on items where performance may be reported as questionable, all recommendations, in need of repair or unsafe. It is specifically understood and agreed that the inspection company and the Client(s) are bound only by the terms and conditions of this agreement and have not relied on any other representations, oral or otherwise. Any conditions requiring repair, replacement or servicing should be evaluated by professionals in appropriate trades before closing. Client(s) give permission to the inspection company to discuss report findings with Realtors, owners, repair persons and other interested persons.

DISCLAIMER OF WARRANTIES AND GUARANTEES - The inspection company or inspector(s) make no guarantee or warranty as to any of the following:

1. That all repair needs and hazards have been discovered or disclosed in accessible or inaccessible areas.
2. That inspection company or the inspector will pay for the repair of undiscovered problems or conditions.
3. That any of the items inspected are designed or constructed in a good or workmanlike manner. Page 2
4. That any of the items inspected will continue to perform in the future as they are performing at the time of inspection.
5. That the building will not experience or contain wood destroying insect activity Or damage.
- 6 . No guaranty or warranty of merchantability or fitness of use of the condition of the property.

The Client(s) agree and understand that the inspection company is not an insurer and does not insure against defects in the property, and that the maximum liability incurred by the inspection company or the inceptor(s) for errors and omissions in the inspection, including any liability of any inspector, owner or employee of the inspection company if any, to the Client(s) shall be limited to the amount of the fee paid for the applicable inspection as a result of a settlement. Such damages are the sole and exclusive remedy of Client(s). Client(s) agree to pay all legal expenses and reasonable compensation for loss of time that may be incurred by any inspector, owner or employee of the inspection company as a result of any legal action by the Client(s) where the Client(s) do not prevail. Client(s) understand that comprehensive inspections may be available from other companies.

The Client(s) agree to notify Inspection Company in writing of any complaints or items in question within 14 days of discovery and to allow the inspection company and the inspector access to the property to evaluate these items before corrective action is taken. Immediate repair should be made in life threatening situations. In other than life threatening situations, Client(s) failure to permit the inspection company to reinspect the item in issue shall mean that Client(s) has waived any claim against the inspection company with respect to that item. In do event shall any action be brought against the inspection company for a breach of this Agreement at any time beyond one (I) year after the date of this Agreement.

The inspection is not a technically exhaustive examination: If there is concern, the client should have comprehensive inspections conducted by specialists in each field or trade. Client(s) agrees that in the event any portion of the contract, report or addenda is ruled inadmissible as evidence that the remainder of all aforementioned documents, or any portion thereof: shall remain admissible as evidence. Changes to this contract .are not accepted without specific written approval of the owner of the inspection company.

Entire Agreement. This Agreement, and the written report issued by the inspector, constitutes the sole Agreement between Client(s) and the inspection company. If any part of this agreement is thrown out by any court it is agreed that the rest of the agreement is still in effect.

Third Party Indemnification. This inspection and the report are not intended for the use or benefit of anyone other than the Clients. No third party shall have any right arising from the inspector or the report, In consideration for the inspection company furnishing the report. Client(s) shall indemnify and hold the Inspection company harmless from any claims, demands or costs as a result of any third party demand or claim arising out of the inspection or the report.

This liability agreement will remain enforced for this and all future inspection services of any kind for this referenced buyer/borrower and property.

By my signature below, I acknowledge that I have read this contract, that I will read the report and all attachments before purchasing the property, that I understand the terms and conditions and that I agree to be bound by these terms and conditions and to pay inspection fees. The final report will not be released until payment IS received by the Inspection company. I (client) agree to follow all recommendations listed in the report or relinquish all liability connected to Alton Swaynghame A1 Home inspection LLC.

Client(S): \_\_\_\_\_ DATE: \_\_\_\_\_

Present Address \_\_\_\_\_ Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

(IF This IS A JOINT PURCHASE, SIGNATURE REPRESENTS AUTHORITY TO SIGN FOR ALL PARTIES)

A1 Home Inspection Service LLC, Alton Swaynghame,  
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