



Home Sweet Home Inspections

P. O. Box 99

Samantha Al. 35482

(205) 333-0102 Fax (205) 339-8194 Call first Al. Lic. #HI-0445

Inspector's Name: Phillip R. Smith Sr.
Company: Home Sweet Home Inspections
Address: P. O. Box 99

Professional Membership American Society of Home Inspectors
Member # 244014

City: Samantha State: Alabama Zip: 35482
Telephone: (205) 333-0102 Fax: (205) 339-8194 Call first Email: hshinspections@bellsouth.net

THIS INSPECTION AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY

Client Name(s): _____ Report # : _____

Address: _____

Client Telephone: _____ E-mail: _____

Property Address: _____

Agreed Inspection Fee _____ \$ _____

Addiction inspection Fee: _____ \$ _____

TOTAL INSPECTION FEES: \$ _____

1. I hereby request a limited visual inspection of the structure at the above address to be conducted by Home Sweet Home inspection for my sole use and benefit and I agree that I will not transfer or disclose any part of the inspection report to any other person with the following exceptions only: (a) one copy may be provided to the current seller(s) of the property but only upon the express condition that the seller(s) covenant to use the inspection report only in connection with the Client's (my) transaction, and agree not to transfer or disclose the report to any persons other than their real estate agent, and (b) one copy may be provided to the real estate agent representing the Client and/or a bank or other lender for use in Client's transaction only, and (c) one copy may be provided to Client's attorney.
2. My signature hereunder warrants that I have read the following agreement carefully and that I am bound by the terms of this contract.
3. My signature hereunder warrants that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have.
4. My signature hereunder warrants that all approvals necessary have been secured for agents of Home Sweet Home to enter onto the property subject to this contract.

Scope of Inspection.

5. Home Sweet Home agrees to perform a **limited visual inspection** of the property structure and to provide a written opinion as to the apparent general condition of the structure's components and systems. **The inspection shall include only those systems and components expressly and specifically identified in the inspection report.** The inspection will be performed in compliance with generally accepted standards of practice, a copy of which is available upon request.

Outside Scope of Inspection.

6. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, and those items that have been excluded by the agreement of the parties herein are not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exists in any area excluded from inspection by the terms of this agreement. Whether or not they are concealed, the following areas/items, systems and components are **NOT** included in this inspection:
 - Specific components noted as being excluded on the individual systems inspection forms

- Private water or private sewage systems
- Saunas, steam baths, or fixtures and equipment
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls
- Water softener / purifier systems or solar heating systems
- Furnace heat exchangers, freestanding appliances, security alarms or personal property
- Adequacy or efficiency of any system or component
- Prediction of the life expectancy of any item
- Building code or zoning ordinance violations
- Structural stability or engineering analysis
- Termites, pests or other wood destroying organisms, dry-rot or fungus
- Asbestos, radon gas, formaldehyde, lead, water or air quality, **molds**, electromagnetic radiation, toxic or flammable chemicals, PCBs or other toxins, electro-magnetic fields, underground storage tanks or any environmental or health hazards
- Water or air quality
- Condition of detached buildings
- Pool or spas bodies and underground piping
- Code and/or zoning violations
- System or component installation
- Permit research
- Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing
- Latent or concealed defects
- Repair cost estimates
- Building value appraisal
- Radiant heat systems
- Furnace heat exchanger
- Gas appliances such as fire pits, barbecues, heaters and lamps
- Main gas shut off valve
- Gas leaks
- Seismic safety
- Odors or noise
- Freestanding appliances
- Security or fire safety systems
- Personal property
- Any adverse conditions that might affect the desirability of the property
- Proximity to railroad tracks or airplane routes
- Boundaries, easements or rights of way

(Some of the above items may be included in this inspection for additional fees – check with your inspection. Any inspection agreement pertaining to one of the above items must be in writing and signed by both the Client and Home Sweet Home).

General Provisions

7. I understand that the inspectors employed by Home Sweet Home are property inspection generalists and are not acting as licensed engineers or experts in any craft or trade.
8. I understand that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy.
9. I understand that the written report to be prepared by Home Sweet Home shall be the final exclusive findings of Home Sweet Home and I will not rely on any oral statements made by Home Sweet Home, whether made before or after issuance of the written report.
10. I agree that Home Sweet Home may modify the inspection report for a period of forty-eight (48) hours after the inspection report has been delivered to the Client.
11. Maintenance and other items may be discussed by will NOT form a part of the inspection report.
12. I agree to indemnify, defend and hold harmless Home Sweet Home from any third party claims relating to this inspection or inspection report.
13. I understand that Home Sweet home is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by Home Sweet Home in the performance of a limited visual inspection of the

general condition of the structure's systems and components as described herein and production of a written inspection report.

14. **REPORTING AND REINSPECTION.** I agree that any claim arising out of or related to any act or omission of Home Sweet home in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to Home Sweet Home within ten (10) business days of discovery. I further agree to allow Home Sweet Home to reinspect the claimed discrepancy, with the exception of emergency conditions, before I or an agent acting on my behalf repairs, replaces, alters or modifies the claimed discrepancy. I understand and agree that any failure to notify Home Sweet Home of any claimed discrepancy according to the foregoing terms shall constitute a waiver of any and all claims that I may have against Home Sweet Home.
15. **SEVERABILITY.** I understand that if any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties.
16. **MERGER.** I understand and agree that the written terms of this Agreement shall represent the entire agreement between Home Sweet Home and I, and that no oral agreements, understandings, or representations shall change, modify or amend any part of this written Agreement. No change or modification shall be enforceable against either party unless such changes or modifications are in writing and signed by both parties.
17. **CHOICE OF LAW.** I agree that any dispute arising out of this Agreement, the inspection or report(s) shall be governed by the laws of the State of Alabama.
18. **WAIVER OF RIGHT TO TRIAL BY JURY.** I agree to waive my right to trial by jury with respect to any dispute arising out of this Agreement, the inspection or report(s)
19. **LIMITATION OF LIABILITY.** I understand that because of the limited nature of this inspection, Home Sweet Home cannot be expected to uncover all defects or deficiencies within the structure and that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services. Consequently, I agree that Home Sweet Home's liability for mistakes or omissions, or any other breach of its duties under this contract, shall be limited to a refund of the fee paid for the inspection and report(s).
20. **ATTORNEY'S FEES.** I understand and agree that should any dispute arise out of this Agreement, the inspection or report(s), the prevailing party shall be awarded all attorney's fees, arbitration fees and any and all other costs associated with the resolution of the dispute.
21. **ARBITRATION.** Any dispute or claim in any way arising out of or relating to the this Agreement, the inspection or report(s), whether based in contract, tort or otherwise, shall at the request of any party to this Agreement be resolved by Binding Arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect and the Federal Arbitration Act (9 U.S.C. ' 1, et seq.). No person entitled to demand arbitration shall be permitted to assert a dispute or claim on behalf of any other person. All issues concerning whether or the extent to which a dispute or claim is subject to arbitration, including issues relating to the enforceability of this section, shall be determined by the arbitrator(s), or by a court of competent jurisdiction, without a jury, if the court must make such a decision. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim shall be applicable in any such arbitration, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for such purposes. Any arbitration that proceeds pursuant to this section shall be held in Tuscaloosa County, Alabama, and shall be in lieu of any civil litigation in any court, and in lieu of any trial by jury. Any party to the Contract, including their heirs, successors and assigns, who fails or refuses to arbitrate in accordance with the terms of this pre-dispute binding arbitration agreement shall, in addition to any other relief awarded through arbitration, be taxed by the arbitrator or arbitrators with all of the costs, including reasonable attorneys= fees, of any other party who had to resort to judicial or other means to compel arbitration in accordance with the terms herein contained. The judgment upon the final decision rendered in arbitration shall be final and may be entered in any court having jurisdiction.
22. **FORUM SELECTION.** I agree that should any dispute arising out of this Agreement, the inspection or report(s) be deemed not subject to arbitration for any reason, then such dispute or claim shall be decided in the Circuit Court of Tuscaloosa County, Alabama.

I understand that this is a legally binding contract. I have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed above.

Client

Date



For Home Sweet Home

Date