

# ALATECH HOME INSPECTION AGREEMENT

Address to be inspected. -----

1075 Halls Chapel Rd. Alexandria, Al 36250

City: ----- State:----- Zip:-----

Phone No. 256-820-1736 Fax No. 256-820-9828

Inspection fee:----- Payment Method: Check(#----- Visa/Master Card----- Cash:-----

I/WE (Client) (Named above) hereby request an Inspection of the primary building(s) at the above address to be conducted by the above Inspection company, herein to be referred to as the "INSPECTOR", for my/our sole use and benefit. "CLIENT" warrants that he/they will carefully read the report and any other Information as may be presented by the "INSPECTOR". The client agrees to immediately contact Company for copies of any pages found to be missing from any part of the report. If the client has any questions, concerns, or require changes to any term of the agreement, please discuss with the inspector. "CLIENT" understands that he/they are bound by all the terms of this agreement.

THE SCOPE OF THIS INSPECTION IS TO REPORT THE GENERAL CONDITION OF THE VISIBLE PORTIONS OF THE PRIMARY BUILDING(S) ON THE PROPERTY AND TO INFORM THE "CLIENT" OF MAJOR VISIBLE DEFICIENCIES AS THEY EXIST ON THE DATE OF THE INSPECTION. The Inspection will be performed In accordance with the Standards of Practice of the State Of Alabama.

The Inspection to be performed is a visual Inspection only and does not contemplate or involve the dismantling or moving of any objects or portion of the premises. Latent and concealed defects and deficiencies are excluded from the Inspection. The Inspection and report is not a code compliance inspection and should not be relied upon as such.

THE INSPECTION AND REPORT THEREON IS NOT A WARRANTY, GUARANTEE, INSURANCE POLICY OR SUBSTITUTE FOR DISCLOSURE STATEMENT WHETHER OR NOT IT IS REQUIRED BY LAW. No representation is made as to how long any equipment will continue to function. This Inspection is limited to the real property and does not include personal property unless so indicated in this inspection report.

The Inspection report is for the exclusive private use of the "CLIENT". The "CLIENT" may issue additional copies of the report for distribution to his /their agent and to the property owner. This report is confidential and is not to be copied or disseminated to any other party without the expressed written consent of the "INSPECTOR". Use of all disclosures contained in the report is specifically restricted to the transaction for which the inspection was performed. Use of or reliance upon the report by other parties, or for other transactions, is strictly prohibited. Note: This report is copyrighted.

The client understands and agrees that this Agreement is a part of the Inspection Report and acceptance of or payment for the inspection Report by the Client will confirm this agreement, even if client was not present at the inspection and/or has not signed this agreement.

The "CLIENT" understands that the "INSPECTOR" is a generalist, that the "GENERALIST" type inspection and report is an UNBIASED OPINION BASED UPON the EXPERIENCE OF the individual "GENERALIST" INSPECTOR, and that the Inspector Is NOT AN EXPERT IN EVERY CRAFT OR PROFESSION. "CLIENT" AGREES TO ASSUME ALL THE RISK FOR CONDITIONS WHICH ARE CONCEALED FROM VIEW OR INACCESSIBLE BYTHE "INSPECTOR" AT THE INSPECTION.

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.

CONTACT: Should "CLIENT" have a complaint against the "INSPECTOR" prior the any alteration, repair, or replacement, "CLIENT" shall provide reasonable notice to, and permit an inspection of the condition(s) which gave rise to the complaint, by the "INSPECTOR" or appointees thereof. "CLIENT" agrees to hold the "INSPECTOR" harmless for any and all claims relating to conditions that are altered or repaired without said notice or Inspection. A complaint against the "Inspector" is limited to 1 year from the inspection date.

ARBITRATION: Unresolved disputes, except one for non-payment of fees, shall proceed to binding arbitration conducted in accordance with the construction industry rules of the American Arbitration, except that the parties shall select an arbitrator who is familiar with the real estate inspection profession. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as would a court and shall follow the substantive rules of law. I understand that I am giving up my right to a jury trial. Despite the terms of the agreement, when a lawsuit is brought against the Inspector whether for breach of contract, negligence, misrepresentation. suppression, or any other cause of action or claim arising out of the inspection.

If client is unsuccessful in litigation against Inspector. Client will be responsible for the Inspectors attorney's fees and expenses including all out of pocket expenses borne by the Inspector as a result of client's lawsuit.

I/WE HAVE READ, UNDERSTAND AND AGREE TO ALL ABOVE TERMS AND CONDITIONS; I/WE ALSO AGREE TO CAREFULLY READ THE ENTIRE INSPECTION REPORT.

CLIENT(S):-----

DATE: -----

FOR THE INSPECTOR: \_\_\_\_\_

The following are specifically excluded from the inspection service and inspection report (unless specifically agreed upon in writing):

- Detached buildings (except primary parking structure).
- Termites, dry rot, fungus, other pests, organisms, or rodents.
- Structural, geological, and hydrological stability or soils conditions; wave action reporting, any form of engineering analysis.
- Technically complex systems or devices such as self-cleaning ovens, furnace heat exchangers, radiant heating or components, alarm systems, fire detection systems, solar systems, air quality control systems, radio or computer controlled devices, automatic timer controls, elevators and dumbwaiters; satellite dishes.
- Low voltage electrical systems, including but not limited to television antenna, television signal cables, telephones, intercoms, security systems, speaker wires, automated equipment, irrigation systems, landscape lighting.
- Freestanding appliances.
- Building code or zoning ordinance compliance verification.
- Environmental hazards, including but not limited to asbestos, radon gas, formaldehyde, lead, water or air quality, electromagnetic radiation, PCBs or other toxins.
- Private water or private sewage systems or related equipment, such as wells, septic systems, sewage pumps, water softeners, water purification systems.
- Swimming pools, hot tubs, spas, waterfalls, ponds, fountains, saunas, steam baths, or similar fixtures and related equipment and underground piping. Determination of adequacy, efficiency or remaining life expectancy of any item, or cost estimates for
- Repair or corrective work. Building value appraisal. • Specific items or components noted by Inspector as being excluded in the inspection report.

*Original- Inspector • Yellow - Client*