

Alatech Home Inspection Service

Stucco Inspection Agreement
1075 Halls Chapel Rd. Alexandria
AL. 36250 Phone No. (256) 239-4450

Inspection Address: _____

Payment Method __Check#_____ Cash_____ Inspection Fee_____

This agreement is made and entered between Stucco Inspector, referred to as "Inspector", and Seller, Buyer, Realtor or any Authorized Representative referred to as client. Inconsideration of the promise and terms of this Agreement, the parties agree as follows.

1. For a prearranged fee, the inspector will perform a visual and instrumental inspection and prepare a written report of the apparent condition of the property existing at the time of the inspection. Latent and concealed defects and deficiencies and false and misleading readings from electronic equipment are excluded from the inspector and are not liable to the inspector.
2. The parties understand and agree that the inspector and its employees and its agents assume no liability or responsibility for the repair or replacing of the stucco unless damaged by the Inspector or his employees or agents during the inspection. Glass breakage or any other damage done by the Inspector during the inspection will be the responsibility of the inspector. The inspector assumes no responsibility for moisture problems or wood rot before or after the inspection.
3. The parties understand and agree the Inspector is not an insurer or guarantor against defects in the structure or components of the system. INSPECTOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PREFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, OR STUCCO SYSTEM.
4. The parties agree and understand that the Inspector is limited to the information he can get with the testing equipment and a visual inspection of the home or business. Moisture testing is done in the typical locations that outside moisture will enter the wall areas. Inspector cannot guarantee that areas not tested are free from moisture.
5. Moisture testing by the Inspector does not detect wood rot, wood destroying insects, mold, mildew, or any other environmental hazards. Client understands these are excluded from the inspection. Only the stucco system will be inspected.
6. The inspection and report are preformed and prepared for the sole and exclusive use and possession of the client. No other person or entity may rely on the report issued pursuant to this agreement, In the event that any person, not a party to this agreement makes any claim against Inspector, or his employees or agents arising out of the services performed by the Inspector under this agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.
7. Inspector guarantees that the procedure and methods used for, testing your home or business are those recommended by the testing equipment manufacturer and the stucco industry not by the inspector.
8. Moisture readings above 19% *MAY* indicate a location of possible wood rot and water entry, however, it is not possible for the inspector to determine if there is damage, or the extent of damage without removing the stucco and exposing the support and framing wood.
9. Inspector is liable for his physical damages during the inspection and only during the inspection.
No other claims against the inspector will be presented.

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: _____

Inspector: _____

Date: _____