

# **A2Z Advanced Home Inspections, LLC**

***Be confident that your new home is a purchase to be proud of!***

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## **INSPECTION AGREEMENT**

**THIS IS A LEGALLY BINDING CONTRACT AND "CONTAINS AN ARBITRATING CLAUSE"**

THIS AGREEMENT is made and entered into by and between David E. Wilsey, a2zadvancedhomeinspections, LLC, hereinafter referred to as "Inspector", and \_\_\_\_\_, hereinafter referred to as "Client".

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of \$ \_\_\_\_\_ for the inspection of the property (being the residence, garage, carport or other attached and unattached buildings, if applicable) located at \_\_\_\_\_
2. The inspector will perform a visual inspection and prepare a written report of the apparent conditions of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.
3. The parties agree that the South Carolina State Standards of Practice shall define the standards of duty and the conditions, limitations, exclusions of the inspection and is incorporated by reference herein.
4. The inspection will not include an appraisal of the value, termite inspection or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. Refer to the reverse side of the Agreement for a list of systems, items and conditions that are not included in this inspection and also to include the report limitations in your report.
5. The parties agree and understand that the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE, OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM. Therefore the parties agree that any liability arising out of any damages not visually found that might have been hidden during the inspection, A2Z Advanced Home Inspections will only be held liable for the cost of the inspection. This is good for the first 30 days upon completion of inspection.
6. Client, by signing this agreement, states that they are within legal authority and represent the household for which the inspection is being completed.
7. This agreement, including the terms and conditions of page 2, represents the entire agreement between the parties and there are no other agreements either written or verbal between both parties. This Agreement shall be amended only by written agreement signed by both parties. Any disagreement that may arise will be arbitrated under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Inc. The decision of the arbitrator appointed there under will be final and fully binding.
8. If a videotape is requested, Client agrees to obtain authorization for inspector to videotape the property that has been requested to be inspected. Videotape will not show entire inspection, however, will show general view of the home with areas of concern from the inspection. In addition, client agrees to obtain authorization to walk on the roof, if applicable, as well as authorization to remove, if easily accessible, the electrical power panel.
9. Client agrees for inspector to release reports or video to any real estate agency that is participating in the buying of the inspected property. A release to any other party will only be completed with the approval of the client.
10. Client agrees that if payment is not received within five (5) business days of the agreed/closing date below, that a late fee of \$25.00 per week will be assessed for each one week period after the agreed upon date. Client also authorizes that inspector will be paid immediately by escrow deposit or personal account if contract is terminated for any reason.

Client, by signing this agreement, states that they have fully read and understand the contract into which is entered.

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_ Payment date: \_\_\_\_\_

Address: \_\_\_\_\_ Buyer Present: Yes No

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Realty Company: \_\_\_\_\_ Agent: \_\_\_\_\_

Agent Present: Yes No Phone: \_\_\_\_\_ Closing date: \_\_\_\_\_

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

**ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS**

The parties understand and agree that the inspector, its employees, agents, or representatives assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the inspector was not in the condition reported by the inspector, the client agrees to notify the inspector within 72 hours of claim and also 72 hours prior to repair or replacement of such system or component. The client further agrees that the inspector is liable only up to the cost of the inspection and only if there has been a complete failure to follow the Standards of Practice of the State of South Carolina. If the repair or replacement is done without giving the inspector the required notice, the inspector will have no liability to the client. Furthermore, any legal action must be brought within ninety (90) days from the date of the inspection or the ability to bring suit against inspector, by client, shall be deemed waived and forever barred.

Client Initial as to above statement \_\_\_\_\_

Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable material, other environmental hazards, pest infestation, security, fire protection systems, household appliances, humidifiers, paint, wallpaper, window treatments, interior walls, ceilings, floors, recreational or playground equipment or facilities, underground storage tanks, energy efficiency measurements, portable appliances (i.e. washers, dryers, window air conditioning/heating units), internal or underground drainage or plumbing, any systems which are shut down or otherwise secured, water wells (water quality/quantity), zoning ordinances, concealed or private secured systems, heating systems accessories, solar heating/power systems, irrigation systems, water softener systems, central vacuum systems, telephone, intercom, cable television, satellite television, antennae, heat or motion sensors, lighting arrestors, trees or plants, governing codes, ordinances, statures and/or covenants for cosmetics code conformity. Client understands that these systems, items and conditions are exempted from this inspection. Any general comments about these systems, items and conditions found in the written report or videos are informal and DO NOT represent an inspection.

Client Initial as to above statement \_\_\_\_\_

The inspection report should not be construed as a compliance inspection of any government or non-governmental codes or regulations. The report is not intended to be a warranty or guarantee of the present or future adequacy or performance of the structure, its systems, or their component parts. This report does not constitute any express or implied upon as such. Any opinions expressed regarding adequacy, capacity, or expected life of components are general estimates based on information about similar components and occasional wide variations are to be expected between such estimates and actual experience.

Client Initial as to above statement \_\_\_\_\_

The inspection and report are performed and prepared for the sole and exclusive use and possession of the client. No other person, party or entity may rely on the report issued pursuant to this agreement. The client further agrees that the inspector is liable only up to the cost of the inspection and only if there has been a complete failure to follow State of South Carolina’s Standards of Practice. If inspector has missed an area that can be inspected visually without going outside the South Carolina Standards of Practice a claim can be filed with inspector’s insurance company after another follow up inspection on said claimed area. Claim will only be made, if and only if, the appropriate 72 hour notice as stated above has been adhered to.

Client Initial as to above statement \_\_\_\_\_

Areas of Inspection are:

Installed systems and components, structural components, exterior, interior, roofing, plumbing, electrical, heating and cooling (weather permitting), attic, crawlspace, kitchen appliances that are fixed, insulation and ventilation, structure, bathrooms, garage, readily accessible systems and components

Inspector is not required to remove personal items, furniture, equipment, soil, snow and/or other items that obstruct access or visibility or put inspector in personal danger (i.e. presence of asbestos, removal of insulation in attic or crawlspace)

Client Initial as to above statement \_\_\_\_\_

**DISPUTE RESOLUTION-ARBITRATION CLAUSE**

**Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the arbitrator appointed thereunder shall be final and binding and judgement on the award may be entered in any court of competent jurisdiction. CLIENT INITIALS X \_\_\_\_\_**

How did you hear about us?

- Real Estate Agent
- Web Page
- Phone Book
- Relocation Company
- Magazine
- Friend
- Previous Client
- Other \_\_\_\_\_

