

A to Z Home Inspections' Pre-Inspection Agreement
This contract limits the liability of A to Z Home Inspections
Please Read it Carefully, You May Wish to Have it Reviewed by Legal Counsel First
THIS DECLARATION CONTAINS AN ARBITRATION AGREEMENT SUBJECT TO THE
SOUTH CAROLINA ARBITRATION ACT, SECTION 15-48-10. et. seq.,
CODE OF LAWS OF SOUTH CAROLINA, 1999

This agreement is made and entered into by and between A to Z Home Inspections (hereinafter "Inspector"), and _____ (hereinafter "Client"). In consideration of the promise and terms of this Agreement, the parties agree as follows:

The Client will pay the sum of \$_____ for a general home inspection of the "Property," being the residence and one garage or carport, if applicable located at

(Address): _____.

The Inspection: The home inspection is conducted according to the standards of practice established by The American Society of Home Inspectors (ASHI) for the purpose of identifying major deficiencies that might affect your decision to purchase. Unfortunately, we cannot take away all the risk of home ownership. Although Service/Repair items may be mentioned, this report does not attempt to list them all. It is important for you to understand exactly what your professional inspector is able to do for you, and what the limitations are on his inspection. The inspection is of readily accessible areas of the building and is limited to visual observation only. The inspector may not move furniture and personal property or dismantle any appliance aside from removing covers on heaters, electrical panels etc. An inspection is intended to assist in evaluating the overall condition of a building and its components based on observations of the apparent condition on the date of the inspection. The results of this home inspection are not intended to make any representation regarding latent or concealed defects that may exist. The Client is strongly encouraged to participate in this inspection and accepts responsibility for incomplete information should the Client not participate in the inspection. The Client's participation shall be at the Client's own risk for falls, injuries, property damage, etc.

Warranty or Guarantee: A to Z Home Inspections does not research product recalls or notices of any kind. A basic home inspection does not include the identification of, or research for, appliances and other items installed in the home that may be recalled or have a consumer safety alert issued about it. Any comments made in the report are regarding well known notices and are provided as a courtesy only. We recommend visiting the following internet site if recalls are a concern to you. www.cpsc.gov

The parties agree that the "Standards of Practice: (hereinafter "the Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. The inspection and report will be performed according to the State of South Carolina (Using ASHI's Standards of Practice). A copy of these Standards can be provided at Client's request.

The parties agree and understand 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.

Not Inspected: Systems, items, and conditions which are NOT within the scope of the inspection include, but are not limited to: the possible presence of or danger from any potentially harmful or hazardous substance or environmental hazards such as radon gas, urea formaldehyde, lead based paint, asbestos, toxic or flammable materials, carbon monoxide, molds, fungi, or other environmental hazards; the presence of, or damage caused by, termites or any other wood damaging insects or organisms; the presence of rodents and/or other pests or animals; portable household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational or leisure equipment or facilities such as swimming pools or swings; underground storage tanks; energy efficiency measurements; security and fire protection systems; water wells and septic systems; heating systems accessories; solar heating systems; sprinkling systems and landscape watering systems; water softener; central vacuum systems; telephone, intercom or cable TV systems and antennae; lightning arrestors; trees, plants and other vegetation; compliance with governing codes, regulations, ordinances, statutes, covenants and manufacturer specifications. Client understands that these systems, items and conditions are excluded from this inspection. Any general comment about these systems, items and conditions in the written report are informal or informational only and DOES NOT represent inspection.

_____ (Client's Initials)

Third Party Liability: The inspection and report are performed 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. Inspector assumes no liability for any third party claims asserted against the Inspector, its employees or agents relating to the services performed by the Inspector under this agreement.

The Inspector will not include an appraisal of the value or a survey of the property. The written report is not a compliance inspection or compliance certification for past or present governmental codes or regulations of any kind.

Limitation of Liability: The parties understand and agree that the Inspector and its employees and its agents assume no liability or responsibility for the costs 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. If the Client has a concern or dispute concerning an inspected item, the Client agrees to notify the Inspector in writing and via telephone within ten days of discovery of the problem and provide the Inspector an opportunity to inspect the item prior to allowing any work to be performed on the item unless an emergency situation exists. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the SC State Standards of Practice. If repairs or replacement is done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client further agrees that the Inspector is liable only up to the cost of the inspection. _____ (Client's Initials)

Any dispute, controversy or claim arising out of or relating to this agreement or the service rendered hereunder or any other matter pertaining to this agreement shall first be submitted to a non-binding mediation conference and absent a voluntary settlement through such mediation, the dispute shall be settled by binding arbitration. The parties agree to use an arbitrator who is knowledgeable and familiar with the professional home inspection industry and who is knowledgeable about the S.C. Standards of Practice. Judgment on any award may be entered in any courts having jurisdiction and the arbitration decision shall be binding on all parties. Disputed property and equipment must be made accessible for re-inspection during the settlement process. Secondary or consequential damages are specifically excluded. All claims must be presented within 90 days from the date of inspection; the Inspector is not liable for any claim presented more than 90 days after the date of inspection.

Attorney's Fees: If legal action is brought against Inspector by the Client and the Client does not prevail, the Client agrees to pay the Inspectors reasonable attorney's fees and arbitration cost incurred in defending against such claims. If action is required by Inspector to collect monies due and owed under this contract, the client agrees to pay Inspector's reasonable expenses incurred in such action. Client agrees that this payment is not amendable by any arbitration process.

Fee Payment and Terms: Client agrees that the fee for this inspection is \$_____ and Client agrees to pay in full at the conclusion of the inspection and acknowledges this fee does not include any re-inspections. If payment is not made at the time of the inspection, i.e. payment mailed, report will not be released until payment is received. If the inspection fee is not paid in full, the inspection and this agreement are deemed null and void.

Severability: Should any provision of this contract be held to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect.

If Client is married, Client represents that this is a family obligation incurred in the interest of the family.

Client agrees to release copies of the report to: (normally Realtor) _____

Client agrees that Inspector may advise seller or seller's representatives of safety hazards found during the inspection at the sole discretion of Inspector.

By affixing my signature to this document, I acknowledge that I have read and understand this entire Agreement.

Client Signature: _____ Date _____

Street Address _____

City/State/Zip _____ Phone _____

Email Address _____

Inspector Signature: _____ Date _____