

AQI Home Inspection Services, Inc.
4688 Bridgewater Road, Birmingham, AL 35243
Inspection Agreement
Please read carefully

The Inspection Agreement (hereinafter “Agreement”) is between the client named on page 2 of this Agreement and AQI Home Inspection Services, Inc. (hereinafter “Inspector”).

I (Client) hereby request a limited visual inspection of the structure at the address named on page 2 of this Agreement, for my sole use and benefit. I warrant that I will read the following Agreement carefully. I understand that I am bound by all the terms of this Agreement. I further warrant that I will read the entire Inspection Report when I receive it and promptly call the Inspector with any questions I may have.

This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law. The Inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If Inspector recommends consulting other specialized experts, Client may do so at Client’s expense.

SCOPE OF INSPECTION: The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report that may be in need of immediate major repair. The inspection will be performed in compliance with the Alabama Standards of Practice for Home Inspectors (hereinafter “Standards”) (Alabama Administrative Code 170-X-25.01). [A copy of these Standards can be copied from the Alabama Building Commission website at <http://www.bc.state.al.us/>]. Client understands and agrees that the Inspector reserves the right to modify the inspection report for a period of time not to exceed forty-eight (48) hours after the inspection report has been first delivered to the client.

OUTSIDE THE SCOPE OF THE INSPECTION: Any area, which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing, or any other thing is not included in this inspection. This inspector is not qualified to detect the presence of Chinese Drywall. Accordingly the issue of Chinese Drywall (and its potential problems) is beyond the scope of the inspection report.

The inspection does not include any destructive testing or dismantling. Inspector assumes no risk for conditions, which are concealed from view at the time of the inspection.

Whether or not they are concealed, the following **ARE OUTSIDE THE SCOPE OF THIS INSPECTION:**

Building code or zoning ordinance violations.
Geological stability or soils condition.
Structural stability or engineering analysis.
Termites, vermin, pests or any wood destroying organisms.
Asbestos, radon, formaldehyde, lead, water or air quality, bio-organic growth including mold, electromagnetic radiation, or any environmental hazards.
Condition of detached buildings other than garages
Pools or spas including underground piping, pumps, electrical wiring, fencing, and any other associated equipment.
Private water or private sewage systems including septic tanks.
Saunas, steam baths, or fixtures and equipment.
Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and the thermostatic or time clock controls.
Water softener/purifier systems or solar heating systems.
Furnace heat exchangers, freestanding appliances, and central vacuum systems.
Security alarm systems, telephone wiring, cable/satellite television wiring, intercom systems. and home sound systems.
Fences of any type and lawn sprinkler systems.
Specific components noted as being excluded on the individual system inspection forms
Building value appraisal or cost estimates.
Adequacy or efficiency of any system or component.
Prediction of life expectancy of any system or component.
(Some of the above items may be included in this inspection for additional fees-check with your inspector).

CONFIDENTIAL REPORT: The Inspection Report to be prepared for Client is solely and exclusively for Client’s own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the Inspection Report. Client may distribute copies of the Inspection Report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the Inspection Report. Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the Inspection Report. Client agrees to indemnify, defend, and hold Inspector harmless from any third party claims arising out of Client’s unauthorized distribution of the Inspection Report.

AQI Home Inspection Services, Inc.
Inspection Agreement (Cont'd)

DISPUTES: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten business days of discovery as a pre-condition for any lawsuit initiated against the Inspector by the Client. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be submitted to formal discussions with a mutually agreed to arbitrator. If the Inspector and Client are unable to agree upon an arbitrator, each will submit the name of one arbitrator and those two arbitrators will select a third arbitrator. The first priority for the arbitrators is to conduct a mediation to determine if the matter can be resolved without the initiation of a complaint, followed by discovery, and ultimately a Final Hearing. If mediation does not resolve the dispute, the arbitration will proceed with three (or one if a mutually agreed arbitrator is selected) arbitrators who will adjudicate the matter in a similar fashion as a trial judge by conducting motion practice and enforce full discovery rights as provided in a typical civil proceeding. Arbitration will be binding.

ATTORNEY'S FEES: The prevailing party in any dispute arising out of this Agreement, the Inspection, or Report(s) shall be awarded its attorneys' fees, mediator fees and other costs.

SEVERABILITY: Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this Agreement is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

THIS CONTRACT LIMITS OUR LIABILITY...PLEASE READ CAREFULLY.

LIMITATION ON LIABILITY - INSPECTOR'S LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. THE LIABILITY OF INSPECTOR'S PRINCIPALS, AGENTS, AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANY KIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.

LIMITATIONS PERIOD - ANY LEGAL ACTION ARISING FROM THIS AGREEMENT OR FROM THE INSPECTION REPORT MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE OF THE SERVICES PROVIDED IN THIS AGREEMENT. FAILURE TO BRING SUCH AN ACTION WITHIN THIS TIME PERIOD SHALL BE A COMPLETE BAR TO SUCH ACTION AND A FULL AND COMPLETE WAIVER OF ANY RIGHTS OR CLAIMS BASED THEREON. THIS TIME LIMITATION PERIOD MAY BE SHORTER THAN PROVIDED BY LAW.

Inspection Address _____

Report # _____

Client _____

TOTAL INSPECTION FEE \$ _____

By signing below you acknowledge that you have read, understand and agree to the scope of the inspection and agree to all of the terms and conditions of this Agreement. Your use of the Inspection Report in any way also constitutes acceptance of the provisions of this Agreement. Your payment of the fee listed above also constitutes your acceptance of the provisions of this Agreement.

Client: _____

Dated: _____

Client: _____

Dated: _____

Inspector: _____

Dated: _____

Alabama License No. HI-0781