



Inside Out Home Inspections,LLC.  
P.O. box 16079  
Huntsville, AL 35802

## HOME INSPECTION AGREEMENT

The address of planned inspection\_\_\_\_\_.

Client's name\_\_\_\_\_

Inside Out Home Inspections LLC agrees to perform an inspection within the limits of this agreement on the property listed above on this date\_\_\_\_\_. The inspection will be performed for the name of the client listed above and will hereafter be referred to as the client.

1. Inside Out Home Inspections LLC agrees to provide an inspection for the purpose of notifying the Client to any major defects of the property through a non invasive visual inspection. Inside Out Home Inspections will not include any latent or hidden defects that can not be observed during the visual inspection of the property. The scope of this inspection, unless agreed to in writing by the Client, shall be limited to the following:

- Structural condition
- Basic electrical and plumbing systems
- Foundation and basement
- Kitchen and permanently installed appliances

- Interior component ,such as walls,ceilings,flooring and windows
- Insulation and ventilation
- Exterior components such as, roofing,gutters,chimney and siding

2. Exclusions unless agreed to in writing by the Client are as follows:

- Environmental problems such as Radon, the presence of mold, lead,formaldehyde, underground storage tanks,wells,water conditioners,sewer,septic systems,alarm Systems,irrigation systems or heat pumps
- Detached buildings other than garages
- Hidden or latent defects
- Insects,rodents or other pest including termites

THE INSPECTION IS NOT INTENDED OR TO BE CONSIDERED AS A GUARANTEE OR WARRANTY,NOR ANY FORM OF INSURANCE,EXPRESSED,OR IMPLIED,REGARDING THE ADEQUACY,PERFORMANCE,OR CONDITION OF THE PROPERTY,ITEMS AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED UPON AS SUCH.

It is further agreed, that the inspection will not determine compliance with any or all applicable codes,laws and regulations. The inspection is not intended to determine or appraise value of the property, or become an endorsement to buy or a recommendation not to buy the inspected property.

3. Client understands that the inspection and inspection report are performed and prepared for their sole, confidential exclusive use. Use of all disclosures contained in the report specifically restricted to the transaction for which the inspection was performed. Use of or the reliance upon the report other than Client or Client's agent for other transactions is strictly prohibited. By providing a signature, you authorize Inside Out Home Inspections LLC to distribute copies of the report to the real estate agents directly involved in the transaction,who are not intended beneficiaries of the report.

4. Notice of Claims. Client understands and agrees that any claim arising out of or related to any act or omission of Inside Out Home Inspections LLC in connection with the inspection of said property ,as limited herein, shall be made in writing and reported to Inside Out Home Inspections LLC within ten(10) business days of discovery. Client further agrees to allow Inside Out Home Inspections LLC to re-inspect the claimed discrepancy,with the exception of an emergency,before Client repairs,replaces,alters or modifies the claimed discrepancy. Client understands and agrees that any failure to notify Inside Out Home Inspections LLC as stated above shall constitute a waiver of any and all claims Client may have against Company. The

parties agree that no action may be brought to recover damages against Inside Out Home Inspections LLC more than one (1) year after deliver of the written report to the client.

5. Limit of Liability It is further understood and agreed that Inside Out Home Inspections LLC, it's officers and/or employees, assume no liability and shall not be responsible for any mistakes, omissions or errors in judgement beyond the cost of the inspection. This limitation of any of liability shall include and apply to all consequential damage, bodily injury or property damage of any nature.

6. This agreement constitutes the entire understanding of the parties with regard to this matter, and no statements, oral or otherwise, shall be enforceable unless made in writing and signed by both parties.

7. Arbitration. Any dispute concerning the interpretation of this Agreement or arising from the Services and Report, shall be resolved by binding, non appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties will mutually agree upon an Arbitrator that is familiar with the home inspection industry. The Client acknowledges that the service performed hereunder affect interstate.

8. Should any element of this agreement be declared void, it shall be stricken and the remaining provisions shall remain in full force and effect.

9. Payment is due prior to the home inspection and said agreement shall be delivered to Client 24 hours prior to the date and time of the inspection. In most cases the report shall be delivered within 48 hours of the inspection. All notices required to be served shall be served upon 220 Rhett Avenue, Huntsville, AL 35801. (256) 698-0438.

10. The Client acknowledges that he/she has read this agreement in full, prior to signing same, and understands and agrees to all terms and conditions herein. The client also agrees he/she has read and understands what the inspection covers and what it does not cover.

**PLEASE MAKE ALL CHECKS PAYABLE TO INSIDE OUT HOME INSPECTIONS LLC**

Inspection fee is payable PRIOR to report delivery:

Inside Out Home Inspections LLC  
P.O Box 16079  
Huntsville, AL 35802

Or call to make other payment arrangements.

Client signature \_\_\_\_\_

Date \_\_\_\_\_

E-mail \_\_\_\_\_

Phone Number \_\_\_\_\_