



AHI Home & Building Inspection Service

“Where Honesty, Accuracy and Integrity Matter”

Phone: (704)-987-1497

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### Construction Phase (Including Final) and 1 Year End of Builders Warranty Inspection Agreement

CLIENTS NAME \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_  
CLIENTS ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_  
HOME NUMBER: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ CELL: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
INSPECTION ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_  
BUILDER: \_\_\_\_\_ SUPERINTENDANT: \_\_\_\_\_  
BUILDERS NUMBER: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ SUBDIVISION: \_\_\_\_\_ SQ. FOOTAGE: \_\_\_\_\_

#### THIS CONTRACT LIMITS LIABILITY – PLEASE READ CAREFULLY

Hereafter, “Client” refers to the above named client/purchaser of the inspection report; “Inspector” refers to an inspector employed by AHI Home Inspections.

#### Scope of New Construction Services

The home inspection to be performed for Client is a non-invasive physical examination, performed for the fee set forth below, designed to identify material defects in the systems, structures and components of the above-referenced primary building and its associated primary parking structure as they exist at the time of the inspection. A material defect is a condition that significantly affects the value, desirability, habitability or safety of the building. Style or aesthetics shall not be considered in determining whether a specific system, structure, or component is defective. The inspection shall be limited to those specific systems, structures, and components that are visually accessible. Components and systems shall be operated with normal user controls only and as conditions permit. **The inspection will be performed in accordance with the Standards of Practice of the North Carolina and or South Carolina Home Inspector Licensing Board.** A copy of the Standards is available upon your request. This inspection is not intended to be technically exhaustive. Inspector shall prepare a written inspection report for the sole use and benefit of client. The inspection report shall describe and identify the inspected systems, structures, and components of the home and shall identify material defects in those systems, structures, and components observed during the inspection. A Construction Phase Inspection or End of Builders Warranty Inspection is intended to provide a review of the visible building systems. This is a phased construction inspection that visually examines the building under construction at five separate milestone events.

The milestone events are:

- **Foundation Phase Foundation** layout, footings, perimeter walls, rebar, supports and materials
- **Rough Framing Phase Framing** layout, connections, materials and execution
- **Pre-Drywall Phase Insulation** utility connections, rough electrical and plumbing, exterior sheathing
- **Final Phase Visual inspection** of mechanical, electrical, structure, plumbing systems.

**Note: Three of the four milestone inspections are needed to be considered a phase inspection:**

Note: The Final Phase Inspection does not take the place of the Builders Punch List. AHI Home Inspections will not perform a Punch List Inspection due to its subjective nature –wall colors, trim patterns, and cosmetic details tend to be the focus of this inspection. These details should be reviewed and approved in advance with the Architect/Builder. A written report will be issued within 48 hours of the completion of each milestone inspection. The report will include written documentation of issues found. The report will be emailed to the Client, Clients representative or Builder only.

- **End of Builders Warranty-** Visual inspection of mechanical, electrical, structure, plumbing systems to see if any negative changes have occurred over the previous months after the Final Inspection.

The “Construction Phase or End of Builders Warranty Inspection” identifies general conditions affecting the property. The Inspection is limited to readily accessible components, which are accessible at the time of inspection. Trained inspectors who are knowledgeable in a variety of areas perform the “Construction Phase or End of Builders Warranty Inspection”. However, they are not “Specialist” in any field. If a “Specialist” analysis is desired, contact AHI Home Inspections for further information. Other limitations that may affect the inspection include, but are not limited to, adverse weather conditions and onsite accessibility. This inspection is not intended to be a “Code Compliance” inspection. Code compliance is the responsibility of the Architect and/or Builder. Any codes noted either verbally or in the report is used only as a base for the Inspectors opinion.

Client is informed that the inspections are the opinion of the inspector, subject to the qualifications of the inspector and characteristics of the site inspected. AHI Home Inspections shall not be held liable for information from others, including but not limited to, the age and size of the building, presence or performance of private sewage systems, and building permits. Structural Design and Pest Infestation reporting are not included in this report. Client should consult with a qualified Structural Design or Pest Control Applicator for those additional services. Other items not included are: tenant equipment, any type of environmental issues (I.E. Chlordane, Radon, Asbestos, Electromagnetic Fields, Mold etc) Phase One Environmental Studies, geological hazards, engineering evaluations, concealed floor cracks, zoning information, easements, condition of title, concealed roofing membrane integrity, underground components, common areas in planned communities, timers, clocks, thermostats, safety device operation, lawn / fire sprinklers, detached structures, fencing, low voltage components, radiant heat performance, solar heating components, performance of appliances, product recalls or other such notices, and any area(s) not visible and accessible to the inspector at the time of inspection which would otherwise be included. Other limitations may be described in the written report provided to Client.

#### **Scheduling**

It is the Client’s responsibility to ensure that each phase of the inspection is performed at the appropriate time. The Client should contact the Builder to coordinate the activities on-site in preparation for each milestone event. The site should be prepared and accessible, all portions of the work to be inspected should be visible, materials available, any variance from design / construction or Code certified by the appropriate party, all of which should be available for review. Advance notification of each milestone event should be no less than three (3) calendar days, to schedule a milestone inspection call AHI Home & Building Inspections at (704)-778-1353 during normal business hours. Cancellation of these inspections can be accomplished no less than 48 hours prior to the scheduled appointment, without incurring cancellation fees. If any scheduled appointment is cancelled within 48 hours, a cancellation fee will be charged. Cancellation fees are \$150 each. Notwithstanding the foregoing, any cancellation due to inclement weather or for other reasons outside the Clients control shall not incur a cancellation fee. Client understands and agrees that should an inspection have to be cancelled, there will be no guarantee that another date can be booked before the next milestone phase.

#### **Right of Entry**

Client warrants that AHI Home Inspections may have access to enter and inspect the property at any time to review the ongoing construction activities. No area or component of the construction will be restricted or unavailable.

#### **Use of Report**

Distribution of this report to others is at the sole risk of the client, and AHI Home Inspections shall not be liable to third parties as a result of such distributions.

#### **Limits of Liability**

### **NO WARRANTY OF FITNESS OF MERCHANTABILITY IS IMPLIED OR INTENDED WITH THE ISSUANCE OF THIS INSPECTION REPORT.**

Your purchase of this “Construction Phase or End of Builders Warranty Inspection” report will ultimately reduce some risk in new construction activities, but it cannot eliminate risk altogether. Other disclosures by qualified and competent individuals, as well as studies by AHI Home Inspections can help further reduce your risk from construction. If a component of the building(s) inspected by AHI Home Inspections is reported as requiring replacement or repair after the inspection, and Client replaces the component before AHI Home Inspections has had the opportunity to re-inspect it, AHI Home Inspections and its inspectors are absolved of all responsibility for the repair or replacement of that component.

All parties agree that the sole remedy for any dispute involving the inspection report or contract shall be through the procedures as described and offered by Construction Arbitration Services per the Construction Mediation Rules. The liability

of AHI Home & Building Inspection Service shall in no case exceed the cost of the relevant milestone inspection. If no arbitration proceeding is initiated by either parties to this Contract within one year of the final report, the failure to initiate the arbitration proceedings will be considered conclusive evidence that the parties are satisfied that each has properly and completely performed their obligations under this contract.

**Legal Fees and Other Expenses**

If either party makes a claim against the other for any error, omission or other action arising out of the work performed under this contract and fails to prove all aspects of such a claim, the party making the claim will pay attorney / solicitor fees, arbitration fees, office expenses and cost incurred in the defense of the claim. Client agrees to pay all of AHI Home & Building Inspection cost, legal fees and expenses incurred in collecting unpaid fees, or for any returned check tendered by Client, or any denied credit card charges.

**Additional Services**

Additional services are available on an “as needed” basis, as required by the Client. The services for the “Construction Phase or End of Builders Warranty Inspection” include evaluation and documentation required for that inspection activity.

Additional services are available, typically based upon an hourly rate of \$125.00 per hour. This fee includes any time for additional documentation, research, drawing reviews, telephonic communication, report writing, payment request review, and ongoing photographic documentation of the construction process. The Client is responsible for initiating and implementation of additional services as necessary. AHI Home Inspections is not responsible for the inclusion of any additional services that might have an impact on the performance of the work. Services do not include construction management or supervision of the work in process, supervision or management of crews and activities occurring on site, or the coordination, supervision or management of contractors, sub contractors or design professionals.

Client hereby request a “Construction Phase or End of Builders Warranty Inspection” of the residence at the above address in full understanding and acceptance that the total liability of AHI Home Inspections and/or inspector for mistakes, errors or omissions in this inspection shall be limited to the fee for each milestone inspection. In case any one or more provisions contained in this agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. This agreement shall be governed by the laws of the State of North and or South Carolina. I warrant that I read the agreement carefully. I understand the content and agree to be bound by the terms of this contract.

**Offered by:** AHI Home & Building Inspection Services:

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

**Accepted by:**

Client Signature \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Fees:

**Pre-Pour:** \$ \_\_\_\_\_ **Framing:** \$ \_\_\_\_\_ **Pre-Drywall:** \$ \_\_\_\_\_ **Final Inspection:** \$ \_\_\_\_\_

**End of Builders Warranty:** \$ \_\_\_\_\_

Payment options are:

Cash  Check, # \_\_\_\_\_  Visa  MasterCard (Credit card processing fee \$15.00)

At Closing (This option must be secured by a Credit Card). Closing Date: \_\_\_\_\_ (required)

Note: if payment is not received by 7 days after the closing date noted on this agreement, the client authorizes AHI Home & Building Inspection the right to charge the credit card listed below. ( \$25.00 closing charge to have fees paid at closing) If buyer/client decides not to purchase property, inspection fee is due immediately.

Credit Card Number: DO NOT LEAVE SPACES BETWEEN NUMBERS      Card Expiration Date      3 digit security code

Month      Year

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