



AHI Home & Building Inspection Service

"Where Honesty, Accuracy and Integrity Matter"

Phone: (704)-778-1353

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Re-Inspection Agreement, Please read carefully.

Client's Limited Re – Inspection of Repairs Contract Agreement & General Release

THIS AGREEMENT CONTAINS A LIMIT OF LIABILITY, ARBITRATION CLAUSE & RELEASE, PLEASE READ COMPLETELY.

This Re-inspection is for items noted only on the original report summary only that has been negotiate between the parties to be completed. Items such as on going water penetration into roofs, structures and foundations will not be determined; these should be warranted by the licensed repair contractor or home seller.

_____ Client understands this is a partial inspection and will not meet the "Standards of Practice" of ASHI, the NCHILB, or SCLLR. **OUR Re-inspection is a single trip, visual, non-destructive, non-disassembling, non-technically exhaustive, generalist observation of items listed on the General Summary from OUR previous inspection which the client has listed below. Client understands this is not a guarantee in any way of the work performed by others, and not a substitute for obtaining receipts, licenses, warranties, permit information, etc from the qualified licensed contractors that performed the repairs. Client agrees that they have retained our services to determine if some level of repairs was performed and further agrees to hold the repair contractor liable for any and all work that was not completed, partially completed, and or not done in a safe and or workmanlike manner. This Re-inspection is to provide CLIENT with a better understanding of the condition of only the items observed at the time of the re-inspection. Our re-inspection is not a guarantee or warranty of future performance of any system, component, or structural item.** Re-inspections are not typically performed but, will be considered on a case by case basis. Filling out and executing this form does not obligate us to perform a re-inspection. We reserve the right to not re-inspect a property for any reason.

OUR inspection does not include: Items not listed above by the CLIENT; items WE can not visually verify if repairs were performed; generally considered cosmetic; pools; spas; Jacuzzis; building code enforcement; detached buildings or structures (and components inside); buried fuel tanks; environmental tests; the presence or absence of any suspected adverse environmental condition or hazardous substances; termites, wood destroying organisms, pests, rodents and their damages; refrigeration units; water filtration units; low voltage systems; security system devices; heat detectors; carbon monoxide detectors; telephone; cable TV; satellite equipment; intercoms; built-in vacuum equipment; or other ancillary wiring that is not a part of the primary electrical distribution system; window treatments; mini-blinds; oven clocks, timers, clean features; solar systems; lightening arrestors; Stucco (hard coat & synthetic); water wells; septic fields; anything buried; the interior of flues; flue connections; the life expectancy of any component; locating refrigerant leaks; a board-by-board/brick-by-brick exterior inspection. Exterior and roof inspections are performed from the ground. Components that are buried, concealed, hidden (including behind shrubbery, insulation, walls, personal property, furniture, etc.), camouflaged, not visible, not accessible, located in an area that may be dangerous or unhealthful to enter and/or difficult to inspect are beyond the scope of this inspection. Movement of personal items, panels, covers, insulation, furniture, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility is beyond the scope of this inspection. WE will not operate heating or cooling systems in temperatures that may cause damage to the unit. Air conditioning systems will not be operated in outside temperatures of 65 degrees or less. WE do not inspect heat exchangers, gas packs, boilers, etc. for cracks. Utilities, plumbing, gas, and electrical must be turned "on" for the inspection of these areas. Furnaces must be "on" or capable of being turned on by using normal operating controls. Pilot lights must be "lit" in order to inspect these components or systems. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation will be performed. All components and conditions, which by the nature of their location are concealed, camouflaged or difficult to inspect, will be excluded from the inspection / report. Re-inspections of re-inspections, additional re-inspections, and additional trips are not performed.

Attendance / Opinion: The home inspection report represents OUR "opinion" of the property at the time of the re-inspection. OUR interpretation of what is good or fair may be different than CLIENT. CLIENT is strongly encouraged to be present at the time of the re-inspection so WE will have a better understanding of each other's perceptions.

CLIENT obligations: CLIENT has obtained copies of all receipts, warranties, licenses, permit information, code enforcement inspection results, etc. from the appropriate qualified licensed contractor(s) that performed the repairs and agrees to fax or email us copies of this information at least 24 hours prior to the re-inspection. CLIENT has obtained a right of entry to perform this inspection from the seller or seller's representative. CLIENT is urged to call US before they close on the home to review or ask any questions CLIENT may have regarding this inspection / report. CLIENT is responsible for payment in full of all of our fees whether or not CLIENT purchases the property.

OUR purpose is to determine whether or not the re-inspected component, system, structural items listed above has had some visible level of repairs. WE are not responsible to determine all that may be wrong with that system or if the contractor repaired all issues, the contractors troubleshooting should include determining what steps are necessary to correct and performing all of the needed repairs or listing what was in need of repair and not repaired on their invoice. WE are not responsible for finding items the contractor did not repair or find. Our inspection and re-inspection is not a guarantee in any way shape or form for any work performed or not performed by others.

Warranty / Claims / Limitations: This inspection is to reduce the risk of finding a potential problem, not to eliminate them. WE do not guarantee that all defects will be located, reported, identified or recognized. CLIENT agrees that OUR limit of liability shall not exceed the amount paid for the re-inspection. CLIENT agrees that OUR limit of liability shall be zero dollars for any repairs that were not performed by appropriate qualified licensed contractors, or where necessary permits were not obtained and completed, or when we were not given copies of all paperwork from the

licensed contractors to review at least 24 hours in advance of the re-inspection. By retaining OUR services CLIENT acknowledges, understands, and agrees to the statements and terms contained herein, and will hold US harmless to any claims made. WE are not a home warranty company nor do WE carry insurance on warranty claims. If the CLIENT believes WE have made an error or omitted an item the CLIENT feels should have been re-inspected the CLIENT agrees to notify US in writing of the alleged error or omission within one week of their discovery of the item(s) and agrees to allow US a reasonable opportunity to re-inspect, address, and repair the alleged error or omission prior to any repairs being performed. Failure on behalf of the CLIENT to notify US in writing and grant US a reasonable opportunity to re-inspect, address, and repair the alleged item(s) is admission by the CLIENT that the condition did not exist at the time of the re-inspection and shall constitute a remise, full release, and forever discharge US from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, judgments, damages, claims, administrative claims, and demands whatsoever in law or equity. If CLIENT makes a claim against US for an alleged error, omission, or other act arising out of any inspection report and fails to prove such claim, CLIENT agrees to pay all attorneys' fees, arbitrator's fees, legal expenses, and costs incurred by US in defense of the claim. In the event of a refund of inspection fee or portion thereof, or any other sum, such refund shall be a full and final settlement of all present and future claims, administrative claims, and causes of actions, complaints, etc. and WE shall be thereupon generally and fully released. This inspection is not for third party use; CLIENT requests this inspection/report for their confidential use only. WE will not release this report to any third party without client approval. If CLIENT decides to release this report to others CLIENT agrees to defend, indemnify, and hold US harmless for any damages claimed by others. CLIENT agrees that WE will only be named as an expert witness in litigation issues and CLIENT agrees to execute our litigation agreement prior to naming us an expert witness. Should any buyer or entity disclaim authority of contract signer to act as an agent of any or all buyers, then the signer of the contract herein indemnifies us for all costs, damages, judgments, and expenses incurred by us, including attorney's fees, regarding any claims against us made by buyer or entity that relies on report or other representation or conduct of us or agents thereof.

ARBITRATION: Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the recognized Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The Arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceedings by legal code.

ATTORNEY'S FEES: The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorneys' fees, arbitration and other costs.

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

Does the CLIENT give US the authorization to release the original, and/or a copy of the inspection report to the Client's Realtor or real estate agency, solely for the purpose to aid the CLIENT who is to pay for this inspection? Yes / No (circle one)

I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREE TO PAY FEE LISTED.

Property Location: _____

Desired Date: _____

Desired Start Time: _____ (standard appointment times 9:30am and 2:00pm)

Approximate Total Sq. Ft.: _____

Re-Inspection fee (1/2 the original inspection): _____

Client Name (Printed): _____

Signature: _____

Email Address: _____

Client's Current Address: _____

Phone: (_____) _____

All Payments are due at time of inspection. 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. 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
Month Year

3 digit security code
