

Home Inspection Agreement

Inspector's Name: Amedie Park
Company: Albion Inspection Service L.L.C
Address: 5162 West Woodworth Road West Jordan Utah 84084
Telephone: (801) 548-6347 (cell) e-mail: info@albionservice.com Website: Albionservice.com

THIS INSPECTION AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT.
PLEASE READ IT CAREFULLY.

Client's Name: _____ Agreed Inspection Fee: _____ \$ _____
Property Address: _____ Additional fee(s) for _____ \$ _____
Client Telephone: _____ Additional fee(s) for _____ \$ _____
Client e-mail: _____ **Total fee:** \$ _____
(Due upon delivery of Inspection Report)

1. GENERAL COMMENTS:

You, the undersigned Client, herein referred to as 'Client', have requested that *Albion Inspection Service L.L.C.*, hereinafter referred to as "Inspector" or "AIS", conduct an inspection of the Property consistent with the terms and conditions of this Agreement. The inspection service is being provided at the request of you, our client, and is intended for your exclusive use and benefit. Not all conditions are apparent at the time of inspection, so it is recommended, and you agree herein, to consult with the Seller of the property regarding any significant deficiencies/malfunctions known to exist to the Seller. Please read the final inspection report carefully, as additional details concerning the nature of the inspection are found in the report.

2. INSPECTION STANDARDS:

Albion Inspection Service L.L.C. agrees to perform a limited visual inspection of the residential structure at the above address and to provide Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies as they exist at the time of inspection. The inspection will be performed in a manner consistent with the NSHI and ASHI Standards of Practice (copy provided upon request).

3. GENERAL EXCLUSIONS:

The Inspector cannot examine what cannot be seen by a **non-invasive, visual examination**. No removal of materials or dismantling of systems shall be performed during this inspection. The Inspector is not required to, nor will he/she move furniture, floor coverings, insulation, stored materials, personal belongings, open walls or perform any type of destructive or invasive testing in order to perform the inspection. AIS is not responsible for any condition that may be covered, concealed, or inaccessible because of, but not limited to, soil or vegetation, walls, structural members, furniture, floor coverings, insulation, stored items, personal belongings water, ice, snow, soot, or conditions that would be considered a danger to the inspector. The home inspection is not a compliance inspection or a certification of compliance with past or present governmental codes or regulations of any kind.

Whether or not they are concealed or inaccessible, the following items and systems are not within the scope of the inspection service provided under this Agreement:

*Engineering analysis of any kind including structural integrity, system design problems, functional adequacy, operational capacity, quality or suitability for a particular use. *Geological stability or ground condition of site. *Soils or soil contamination. *Scientific or specialized technician tests, readings or evaluations. *Fireplace draft. *cosmetic items, including without limitation, paint, scratches, scrapes, dents, cracks, stains, or faded surfaces, flooring, wall coverings, carpeting, paneling, lawn and landscaping. * Condominium or co-op common arrears or areas under the management of the condominium or co-op association. *Home warranty, system warranty and/or component warranty. * Telephone, Intercom, antennae, lightening arrestors and cable TV cables. * Cisterns, * Fountains, * Low voltage lighting and electrical systems, *Electrostatic precipitators, *Electronic air cleaners or filter systems, *Free standing appliances (such as Washers, Dryers, window air conditioning units, and other personal property, *Fencing, *Tennis courts, playground, or other recreational or leisure appliances or equipment. *Water volume or flow, *Water conditioning/softening systems, *Security system, *Central vacuum system, *Landscaping, *Irrigation systems, *Automatic gates, elevators, lifts, dumbwaiters, *Solar Heating Systems, *Inspector does not address conditions relating to animals, rodents, or other household pests or the damage caused thereby. **Unless you have paid an additional fee and the specific item is noted and initialed by you and the inspector in this Agreement, the following items are also excluded under this agreement and not within the scope of the inspection:** (a) septic system, (b) wells or well pump, (c) Water Quality, (d) Swimming pools, saunas, hot tubs, spas/whirlpools, jet tubs or attached equipment, (e) mold/mildew/fungus or spores thereof or conditions related to mold, mildew or fungus. *Detached buildings or Equipment, (g) environmental hazards including, but not limited to, Asbestos, Radon, Lead and Lead based paint, formaldehyde, Electro-magnetic fields (EMF's), microwaves. (h) Wood destroying organisms including concealed but not limited to, Termites, Carpenter Ants, Wood boring beetles, and fungal rot. If inspection is desired of any of the areas/items, systems or components listed above, then Client shall contract the appropriate professionals. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent inspection. **We do not turn on, ignite or inspect any utility service, major system, item or component that is shut down or not connected to a functioning system at the time of the inspection.** All utility services and major systems must be turned on to perform the inspection. Therefore, the Client agrees not to hold AIS responsible for future failure and repair, or for the non-discovery of any patent or latent defects in material, workmanship, or other conditions of the property which may occur or become evident after the inspection date, nor for any alleged non-disclosure of conditions that are the express responsibility of the seller of the property. The Client agrees to assume all the risk for conditions, which are concealed from view or inaccessible to the Inspector at the time of the inspection.

4. PAST AND KNOWN DEFECTS

The Client is required to inform the Inspector of any and all past and current known defects and/or past inspections performed, whether by a home inspector, pest Control Company, structural engineer or other entity. The Client is further required to inform the Inspector of the history of all known structural problems, regardless of repair and/or natural or man made disasters occurring within the home (fire, flood, roof leaks, pipe bursts, etc.) Failure to disclose such information will indemnify and hold harmless the Inspector from any further claims.

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5. WARRANTIES and GUARANTEES:

The Parties to this Agreement 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, EXPRESSED OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF**

ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM. This inspection is not a substitute for real estate transfer disclosures which may be required by law.

6. NOTICE AND REMEDY LIMITATION:

Notice Requirement – In the event that the Client has any dispute relating to this agreement, the inspection service, the inspection report, or claim that there was any error or omission in the performance of the inspection service or in writing of the report, the client agrees upon discovering facts related to the dispute to notify *Albion Inspection Service L.L.C.* within 72 hours prior to repairing or replacing such system or component, and the Inspector shall be granted a reasonable time to re-inspect the system or component. The client further agrees that the Inspector is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by *Albion Inspection Service L.L.C.* in the performance of a limited visual inspection of the general condition of the structure’s systems and components as described in the paragraph INSPECTION STANDARDS of the Agreement. **The Client and AIS further agrees that if the inspector fails to perform such service and the Client is thereby damaged, then the liability of AIS (including its officers, agents and employees) shall be limited to a sum equal to the amount of the fee paid by the Client for the inspection and report. AIS bears no responsibility for the possibility that the Client lost an opportunity to renegotiate with the Seller. There will be no recovery for secondary or consequential damages by any person. Please initial that you agree to this limit of liability (_____).**

7. CONFIDENTIAL REPORT

The inspection and report is prepared for the Client and may not be used or relied upon by any other person unless that person is specifically name in this Agreement as recipient of this report. This report should not be relied upon by anyone other than the Client. In addition, the client agrees not to rely on this report alone in making decisions about the subject property. The Client agrees to maintain the confidentiality of the report and reasonably protect the report from distribution to any other person. If the Client directly or indirectly causes the report to be distributed to any other person, the Client agrees to indemnify, defend, and hold AIS harmless if any third party brings a claim against AIS relating to the Inspection or the Report. .

8. SIGNING THIS AGREEMENT

Client understands and agrees that if he/they are not present at the time of the inspection and therefore do not sign this Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by the Client shall and payment therefore will constitute acceptance of the terms and conditions of this Agreement. AIS requires an inspection agreement to be signed by the Client prior to performing an inspection. If you were not present at the inspection and did not sign the Inspection Agreement you, by accepting, paying for, and/or using the inspection report, the Client acknowledges and agrees to be bound by the terms and conditions of the inspection agreement and further agrees that the inspection agreement will form a part of the inspection report. Also, by signing this Agreement, the Client represents and warrants that all approvals necessary have been secured to allow MHI to enter onto the subject property for the Inspection.

9. EXCLUSIVE AGREEMENT

The written report prepared by AIS shall be considered the final exclusive findings of AIS of the structure and no other agreements either written or oral shall be in effect. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the issuance of the written report. Client further understands and agrees that AIS reserves the right to modify the inspection report for a period of time that shall not exceed **forty eight (48) hours** after the inspection report has first been delivered to the Client. This Agreement shall be amended only by written agreement signed by both parties. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties.

10. RE-INSPECTION & ADDITIONAL SERVICES

AIS fees are base on a single visit to the property and the preparation of the written inspection report. If additional visits, or reports, or services are required of AIS for any reason, an additional fee will be charged. In the course of our inspection, we may refer other service providers to the Client. You are not required or obligated to use these services or providers, and AIS does not stand behind the adequacy or quality of their work. AIS does not accept a referral fee from these service providers.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged.

Client

Date

Albion Inspection Services L.L.C.

Date

Client agrees to release reports to Seller: Yes No
Client agrees to release reports to Realtor: Yes No
Client agrees to release reports to Buyer Yes No