

HOME INSPECTION CONTRACT

(This entire page is intended to be a legally binding contract, PLEASE READ IT CAREFULLY !)

Ace Home Inspections, LLC hereafter referred to as ACEHI, agrees to perform an inspection within the limits of this contract on the property and date shown below. The inspection will be performed for the Client, at their request, by the following ACEHI inspector, _____, for the listed inspection fee amount, due at the time of inspection.

CLIENT: _____
PROPERTY: _____ **street address**
_____ **city** _____ **state** _____ **zip** _____ **date** \$ _____ **total inspection fee**

INSPECTION SCOPE AND GUIDELINES:

- A. ACEHI agrees to provide an inspection for the purpose of alerting the Client to any major deficiencies in the condition of the property that were present AT THE TIME OF INSPECTION.
- B. The inspection will be performed in compliance with the ASHI Standards of Practice for home inspectors. The home inspection report is an opinion of ACEHI and the interpretation of what is good or fair may be different than the Client's. The Client is encouraged to be present at the time of inspection so both ACEHI and the Client will have an understanding of each others perception. The Client accepts responsibility for incomplete information if the Client did not attend the inspection.
- C. The scope of the inspection shall be limited to the categories listed in the ASHI Standards of Practice: STRUCTURAL, HEATING, EXTERIOR, AIR CONDITIONING, ROOF, INTERIOR, PLUMBING, INSULATION AND VENTILATION, ELECTRICAL, FIREPLACES AND SOLID FUEL BURNING APPLIANCES
- D. It is agreed that the components and conditions outside the scope of this inspection include, but are not limited to: 1. All items corresponding with every, "The inspector is NOT required to:" and all items corresponding to the section titled, GENERAL LIMITATIONS AND EXCLUSIONS, within the ASHI Standards of Practice. 2. The inspection or any part of testing or determining whether or not the following components and conditions exist, such as: Asbestos, formaldehyde, mold or fungi, radon, soil or geological conditions, swimming pools, spas or jacuzzis, pests or termites or wood eating insects, elevators, solar systems, portable appliances, water filtration units, septic tanks, security alarms, intercoms, phone, cable, satellite, window treatments or mini-blinds, vacuum systems, lightning arrestors, underground tanks and E.I.F.S or stucco siding moisture intrusion.
- E. All utilities and pilot lights must be on and all equipment operational so the total inspection can be completed at the time of inspection. ACEHI is not obligated to light pilots or turn on valves. There will be added charges for each return visit to inspect.
- F. The inspection to be performed is a visual inspection only and does not involve the dismantling or moving of any object on the property. It is understood and agreed that the inspection report pertains only to readily accessible areas of the property, and is limited to observation of apparent conditions existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. ACEHI shall have no liability for conditions which are concealed from view or are not readily accessible. The ACEHI inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If the ACEHI inspector recommends consulting other specialized experts, the Client must do so before closing, at their cost.
- G. 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.
- H. 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. ACEHI adheres to the ASHI Code of Ethics for home inspectors.
- I. It is further understood and agreed that ACEHI, its officers and/or employees, assume no liability and shall not be responsible for any mistakes, omissions or errors in judgment beyond the cost of the total inspection fee listed above. This limitation of liability shall include and apply to all consequential damage, bodily injury or property damage of any nature. In the event a dispute arises regarding this inspection, the Client agrees to notify ACEHI so as to give a reasonable opportunity to reinspect the property.
- J. **Payment is due at the time of inspection.** The inspection report shall be delivered, but is not not limited to, within 72 hours after the inspection. Any notices required to be served shall be served upon ACEHI at P.O. Box 1993, Alabaster, Alabama, 35007, (205)401-3030. Any dispute over the content, performance or execution of this agreement shall be governed by the laws of the state of Alabama. Any dispute concerning this matter shall be litigated in the courts of Shelby County, with no exceptions.
- K. Should any element of this agreement be declared void it shall be stricken and the remaining provisions shall remain in full force and effect. 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.

THE CLIENT ACKNOWLEDGES TO HAVING READ THIS AGREEMENT IN FULL, PRIOR TO SIGNING NAME AND UNDERSTANDS AND AGREES TO ALL TERMS AND CONDITIONS HEREIN.

IT IS AGREED THAT THIS CONTRACT MUST BE SIGNED BY THE CLIENT BEFORE THE INSPECTION CAN BEGIN

Client signature _____ date _____

For ACE Home Inspections, _____, It's owner. date _____

**Inspection fee of \$ _____ was paid on this date _____, by, cash ___ check# ___ other ___
PLEASE MAKE CHECKS PAYABLE TO: ACE HOME INSPECTIONS, LLC**