

Pre-Inspection Agreement

THIS AGREEMENT is made and entered into by and between PLAINS HOME INSPECTION, LLC referred to as "Inspector", and *1 _____, referred to as "Client".

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of \$*2 _____ .00 for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at *3 _____. Payment is due at the time of inspection or prior to delivery of the report, unless other terms have been agreed to by both parties.
2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the Property existing at the time of the inspection, in conformance with the Alabama Building Commission Standards of Practice contained in Chapter 170-X-25 of the Alabama Administrative Code (the "Standards"), which shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein.
3. The following are NOT included within the scope of this inspection: latent and concealed defects and deficiencies; radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors; recreational equipment or facilities; pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating systems accessories; solar heating systems; heat exchangers; sprinkling systems; water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arrestors, load controllers; trees or plants; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, and EIFS. Client understands that these systems, items, and conditions are excepted from this inspection. Any general comments about these systems, items, and conditions of the written report are informal only and DO NOT represent an inspection.
4. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations, nor does it determine the insurability of the Property.
5. The parties agree and understand that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. The Client further agrees that the Inspector is liable only up to the cost of the inspection for any negligence on the part of Inspector.
6. The parties acknowledge that Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
7. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees arising from such a claim.
8. This Agreement represents the entire agreement between the parties prior to the Inspection, and is executed to succinctly state the scope of the Inspection to be provided by Inspector. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. If no State/Province regulations apply, this report adheres to the Standards, which is available upon request.

Current Street Address:City/State, Zip or Postal Code: *4 _____

Buyer Present: Yes _____ No _____

Agent present: Yes _____ No _____ Agents Name:*5 _____

Client agrees to release reports to seller/buyer/REALTOR *6 Yes _____ No _____

Signature Client: *7 _____ Date: *8 _____

Inspector's Signature:  _____ Date: _____ Inspection #: _____

Inspector's Address: 2415 Moores Mill Rd Suite 265-188, Auburn, AL 36830 License/Certification #: AL--HI-4092