



20/20 Home Inspections, LLC
5852 County Road 221
Moulton, AL 35650
(256) 221-7496
www.2020-hi.com
AL License #3099



THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT – PLEASE READ CAREFULLY

Client:

Subject Property Address:

Inspection Date & Time:

I/We (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by a licensed home inspector (Inspector) from 20/20 Home Inspections, LLC (Company) for my/our use and benefit only. I/We understand that I/we are bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I/we receive it and promptly call the inspector with any questions I/we may have.

Initial Here _____

CONTRACT FOR HOME INSPECTION SERVICES

1. It is agreed that the inspection is limited to visual observations of the readily accessible areas, systems, and components of the dwelling and the apparent conditions existing at the time of inspection only. It is agreed that the conditions of the property could change after the time of inspection and some existing conditions may only be observable under different conditions than existed at the time of inspection. Client hereby represents and warrants that all approvals have been secured for Company's entrance onto the property.

2. The inspection includes, when applicable, accessible and conditions permit: heating and cooling system(s), plumbing, electrical, fireplace, installed kitchen appliances, garage, interior and exterior materials of construction, visible framing components, roof, attic, basement, crawl space, foundation or as described in the Inspection Report.

3. The Inspector is acting as a generalist and not as a licensed specialist in any specific area of construction including, but not limited to: structural engineering, mechanical systems, electrical, plumbing or architecture. The Inspector performs the inspection in good faith and to the best of his ability. The inspection is designed and intended to identify defects or deficiencies that would be important to a reasonable person's decision in evaluating the intent to purchase.

4. The inspection is performed in a manner consistent with the Standards of Practice and Code of Ethics of the International Association of Certified Home Inspection.

5. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The Inspector **will not be required to** move furniture, floor covering, storage or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions. This inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures, which may be required by law. The inspection and report are not intended to reflect the value of the premises or to make any representation as to the advisability of purchase or the suitability for use.

6. Systems and conditions which are not within the scope of the inspection include but are not limited to: asbestos, radon, lead based paint, formaldehyde, any toxic materials, underground storage tanks, jetted tubs, spas, swimming pools, sprinkler systems, unattached exterior buildings, playground, recreational or leisure equipment, private wells/water systems, private septic systems, below ground septic/drainage systems, EIFS stucco, security/fire alarm systems, cosmetic deficiencies, termite/pest infestation, zoning ordinances, building code conformity, any component or system that is shut down without power/fuel or otherwise secured. The inspector cannot identify latent and concealed defects. Client understands that these systems and conditions are excluded from this inspection and the seller should demonstrate satisfactory operations/explanations of the existing conditions. If any reference is made verbal or written concerning any excluded items, it is for general information only and is not a part of the Inspection Report.

7. THE INSPECTION AND REPORT ARE PERFORMED AND PREPARED FOR THE EXCLUSIVE AND CONFIDENTIAL USE AND POSSESSION OF THE CLIENT. THIS REPORT IS NOT TRANSFERABLE OR ASSIGNABLE. Neither the Inspector nor the Company is responsible or liable for the use of the report by any third party for any reason.

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8. Client and Company agree that if any portion of this agreement is found invalid or unenforceable by any court of qualified jurisdiction, the remaining provisions shall remain in force between the parties.

9. The prepared written report shall be considered the final and exclusive findings of the Inspector and Company of the dwelling. The Client agrees that the Inspector and Company 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.

10. The terms and conditions of this agreement apply to this original inspection, as well as any subsequent inspections that may be performed on the structure for this Client.

11. STATUTE OF LIMITATION, DISPUTE AND LIMIT OF LIABILITY - No action may be brought against Inspector or Company more than one hundred and eighty (180) days after the inspection date. Should a problem arise which can be informally resolved between the parties of this agreement, the first attempt for formal resolution shall be binding arbitration by a peer member. Any and all cost of mediation shall be shared equally by the parties of this agreement. Limit of Liability for errors or omissions in regards to this agreement, inspection, and report is expressly limited to an amount NOT MORE THAN the inspection fee paid. Liability of inspector's principals, agents, and employees is also limited to not more than the inspection fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability limitation is binding on Client and Client's spouses, heirs, principals, assigns, and anyone else who may otherwise claim through Client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims, which may ever arise from this inspection.

12. Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the subject property, as limited herein above, shall be made in writing and reported to the Inspector within ten (10) business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make NO alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the inspector. Client understands and agrees that any failure to notify the inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

13. If Client is not present at the beginning of the Inspection, or, for whatever reason, did not sign the Inspection Contract you, by accepting, paying for, or using, in any way, the Inspection Report, explicitly acknowledge and agree to be bound by the terms and conditions of the Inspection Contract and further agree that the Inspection Contract will form a part of this Inspection Report. This Inspection Contract accompanies this report and the undersigned acknowledges receipt of it.

14. All recommended repairs need to be performed and documented by qualified licensed contractors or specialty tradesman, prior to closing. If an additional visit is required to inspect previously inaccessible areas or items, a minimum charge of \$125.00 will occur and payment is due prior to the inspection and additional report.

15. Home Gauge is used to store and distribute inspection reports. 20/20 Home Inspections LLC nor Home Gauge will distribute your information to any third party without your written permission. 20/20 Home Inspections LLC nor Home Gauge can be held liable in the event of a data breach.

16. Radon Gas - the EPA recommends that ALL home buyers have an indoor radon test conducted. Radon is a Class A carcinogen and the second leading cause of lung cancer, estimated to cause 15,000-20,000 deaths in the US annually. According to the EPA's Map of Radon Zones, Huntsville and surrounding areas are ranked as Zone 1 and 2 (highest Radon potential in Alabama). I have read and fully understand the disclosure above and:

_____ a) I elect to have 20/20 Home Inspections conduct an indoor radon test according to EPA Protocols for an additional fee of \$125.00 when performed at the time of the inspection. \$150.00 if scheduled for a later date.

_____ b) Against the strong recommendation of the EPA and 20/20 Home Inspections, I elect NOT to test the home for the presence of indoor radon gas and assume all liability for elevated radon concentrations that such a test would have revealed, if discovered after the transaction closes.

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17. Detached Garages or out buildings

_____ a) I elect to have 20/20 Home Inspections perform additional inspections on _____ garages or out buildings for an additional fee of \$50.00 each.

_____ b) I elect NOT to have 20/20 Home Inspections perform additional inspection on garages or out buildings.

18. Sprinkler Systems

_____ a) I elect to have 20/20 Home Inspections perform additional inspection on the sprinkler system (up to 12 zones) for an additional fee of \$40.00.

_____ b) I elect not to have the sprinkler system inspected.

I/WE HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREE TO PAY THE FEES LISTED ON FINAL INVOICE AT THE TIME OF THE INSPECTION.

Signed: _____ Date _____
Client Signature

Signed: _____ Date _____
Client Signature

Signed: _____ Date _____
Jimmie Letson Certified Inspector

SUMMARY OF INSPECTION FEES

Inspection Fee:	\$300.00
Crawl Space Fee:	\$
Additional buildings	\$
Radon Testing Fee:	\$
Sprinkler system:	\$
Sqft above 2400	\$
Discount	\$
Total Paid	\$
BALANCE DUE	\$

Email Address _____