



Oak Mountain Home Inspections, Inc.

Quality Service at a Quality Price

205-618-8374

John Glass

Agreement

The Property Inspection Report, which includes this agreement, the cover page, the inspection information, and the summary (comments and issues), is a total of 3 sections. It is of uppermost importance to review every page of the inspection report, as well as all the photographs in this inspection report. There are two types of property inspections: the Comprehensive Property Inspection, and the Limited Visual Property Inspection. Of the two, the limited visual property inspection is, by far, the most common inspection performed.

The Comprehensive Property Inspection takes approximately one to two days to complete. Inspection time varies based on the conditions and age of the property, as well as sub-contractors scheduling. This type of inspection generally costs between \$2000 and \$5000 or more, again, depending on condition, size and age of the property, as well as inspection scope and geographic region. (An example of inspection scope would be: with or without a pool inspection.)

A Limited Visual Inspection takes approximately two to four hours to complete. Inspection time varies based on the condition, size and age of the property. This type of inspection generally costs between \$200 and \$800, again, depending on condition, size and age of the property, as well as inspection scope and geographic region.

THE COMPREHENSIVE PROPERTY INSPECTION

The Comprehensive Property Inspection is technically exhaustive and can be invasive to the point of some minor destructive testing. Several different trades are scheduled to take part in the inspection process. Testing includes the use of highly specialized equipment, as well as some dismantling of system components. May also include testing of soil by a Geo-technical engineer, and/or examination of the property by a structural engineer. Examples of Comprehensive Property Inspection Scope Determine Code Compliance**

- Analyze Structural Load Bearing Capacity of Components
- Scope the Chimney Look for Underground Storage Tanks
- Examine the Efficiency of Heating and Cooling Systems
- Disassemble Furnace to Examine Heat Exchanger
- Inspect Solar Systems Inspect Saunas
- Inspect Fire Suppression System
- Test Every Electrical Wall Receptacle and Wall Switch
- Perform and Amp. Load Test on All Circuits
- Scope Main Drain Lines Inspect Septic Systems
- Operate Gas and Water Shutoff Valves and Light Gas Fireplaces
- Inspect Landscape Irrigation System
- Operate All Appliances
- Operate All Windows

THE LIMITED VISUAL PROPERTY INSPECTION

The Limited Visual Property Inspection is a non-invasive, non-technically exhaustive, physical examination of the property. It is designed to identify material defects in systems, structures, and components of the referenced property and its associated primary parking structures, as they exist at the time of inspection. A material defect is a condition which significantly affects value, desirability, habitability or safety of the building. Style, cosmetic items, neighborhood and appraised value are not part of the inspection. The inspection is limited to those specific systems, components and structures that are present, visually accessible and identified in the inspection report. Systems and their components are operated with normal user controls only, and only as conditions permit. There is no dismantling of any system structure or

component, or performing any intrusive or destructive examinations, tests or analysis. Inspection does not include the operation or evaluation of any low voltage electrical antennas, security systems, and cable television, Internet, telephone, satellite, intercoms, timers, computers or any other non- primary electrical powered devices. This inspection report meets or exceeds all national professional inspection organization requirements. The Inspector shall prepare a written inspection report for the sole use and benefit of the Client. The Client agrees to assume risk for all conditions which are concealed from view at the time of the inspection, as well as items outside the inspection scope. Inspection is not code compliant for past or present code conditions, nor is it permit verification. Additionally, the inspection does not in any way address the possible danger from any potentially harmful substances or environmental hazards including, but not limited to: Chinese drywall, formaldehyde, toxic materials, combustible materials, mold, radon, lead paint, corrosive contaminants, geologic substances, wildfires or floods, building code or zoning ordinance violations, geological stability or soil condition, structural stability or engineering analysis, termites, pests, or other wood destroying organisms, wood rot, asbestos, water or air quality, electromagnetic radiation or any environmental hazards, building value appraisal or cost estimates, condition of detached buildings, pools or spas bodies and underground piping, specific components noted as being excluded on the individual system inspection forms, private water or private sewage systems, saunas, steam baths, or fixtures and equipment, radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls, water softener/purifier systems or solar heating systems, furnace heat exchangers, freestanding appliances, security alarms or personal property, adequacy or efficiency of any system or component, prediction of life expectancy of any item, French Drains, any underground item, or any EIFS or Stucco Systems.

The Inspection Report you will receive does not assess future conditions of any item.

Examples of Limited Visual Property Inspection Scope

- Observe Structural Components
- Observe Visible Exterior Items: Foundation, Walls, Roof, Chimney, Patio, and Porches
- Enter Attic, with Minimum Three Feet Headroom
- Observe and Operate Permanently Installed Heating and Air Conditioning Systems with Normal User
- Controls
- Test Sampling of Random Electrical Outlets
- Visually inspect electrical service panel
- Operate All Faucets, Tubs, and Showers
- Observe the Functional Flow of Drains *Observe All Visible Gas and Water Supplies
- Operate All Built-In Appliances
- Operate One Window per Room

Unless otherwise indicated, Client understands the Inspector is performing a Limited Visual Property Inspection. Client understands and agrees to the limitations of this inspection. You may navigate to the Alabama Building Commission website to view the Alabama Home Inspection Standards of Practice that the Inspector adheres to at <http://bc.alabama.gov/chapter17x25.htm>. You may also navigate to the ASHI Standards of Practice, for which the Inspector follows, at https://www.homeinspector.org/docs/standards_updated.pdf. You may also navigate to the NACHI standards of Practice, for which the Inspector follows, at <http://www.nachi.org/sop.htm>. Items excluded by the Alabama Home Inspection Standards of Practice, ASHI Standards of Practice, or NACHI Standards of Practice may be excluded in this inspection.

This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law. Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, Client must do so at Client's expense. The home inspection you receive is not a code, building, or permit compliance inspection.

GLOSSARY OF INSPECTION RATINGS

Satisfactory (S): The inspected item or component was found to be in normal condition for its age.

Not Inspected (NI): This item or component was not inspected. Items or components may not be accessible due to safety reasons, or furniture, stored articles, trees, shrubs, snow, etc.

Not Applicable (NA): Not applicable to this property.

Attention Required (AR): These are items and/or components that need further attention. All attention required items have a comment or issue remark. Comment:** General information and marginal items. Please note, some items that are marginal can, over time, turn into major issues if not attended to, repaired or replaced. Comments are listed in the report.

Issues: These are items that need repair or replacement and/or additional evaluation by a licensed contractor or certified technician. Safety hazards and/or safety enhancement recommendations are also listed as issues. Issues are listed in the report.

TERMS OF AGREEMENT/CONTRACT

The property inspection, the contract and the inspection report do not constitute a home warranty guarantee, or an insurance policy of any kind whatsoever. The client agrees to hold harmless and exempts the inspector, Inspection Company, its officers, agents, and employees from all liability and responsibility for the cost of repairing or replacing any unreported material defect, or other deficiency, in excess of the inspection scope and fee.

Confidential Report: The inspection report prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in the transaction, but said person are not specifically intended beneficiaries of this Agreement or the inspection report. Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the inspection report. Client agrees to indemnify, defend, and hold inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspector's report.

If the client does discover a material defect or other deficiency that was not identified and reported by the inspector, the client shall notify the inspector in writing within ten days of the inspection and allow the inspector and/or inspectors designated representative to re-inspect the item and document the condition(s) prior to any repairs, alterations or replacement of said material defect of deficiency. This agreement constitutes the entire integrated agreement between the parties and may be modified only by a written agreement signed by both parties. No oral agreements, understandings, or representations will change, modify or amend any part of this agreement. This agreement shall be binding upon and inure to the benefits of the parties hereto and their heirs, successors and assigns. Any dispute of the interpretation of this agreement or arising from this inspection and report, shall be resolved between parties by binding arbitration conducted in accordance with the rules of the American Arbitration Association. An arbitrator familiar with the home inspection process needs to conduct the proceeding. The award of the arbitrator shall be final. Time is of the essence, no action of any kind can be commenced after one year of the date of the inspection.

In the event of a dispute that cannot be resolved by the Client, Company and Client agree to submit dispute to a mutually agreeable mediator. If Company and Client cannot agree on a Mediator, Company and Client will choose 1 person each who will choose a mutually agreeable mediator.

Despite the terms of the agreement, if a lawsuit brought against the Company, employees, agents, courtroom officers, members or officers of the the Company, whether for breach of contract, negligence , or otherwise, and the client is unsuccessful in litigation against the Company, Client will be responsible for all of Company's fees and expenses including all out of pocket expenses incurred by the Company as a result of the Client's lawsuit.

Should any portion of this agreement be found either invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this contract shall remain in full force and effect.

Payment for the home inspection by Client or Representative constitutes acceptance of this agreement by the client.

It is further agreed that if the client is married, the client represents that this obligation is a family obligation incurred in the interest of the client's family and by one spouse executing this Agreement binds both spouses to its terms.

The liability limitation of this Inspection is limited to the fee of the inspection. It is understood that this Agreement controls the initial inspection and any subsequent Re-Inspection made by the Inspector.

The Client is bound by this Agreement.

Client agrees to read entire inspection report and contact the Inspector for any missing pages of the report. After reading the report, client agrees to contact the inspector if client does not understand any of the terminology of the report.

Please return the Agreement signed. However, if company does not receive signed agreement within 7 days of the inspection or does not receive written objection to the terms of the agreement within 7 days of inspection date, client is bound by the agreement and terms and conditions of the report.

The Client understands and agrees that this agreement is a part of the inspection report and acceptance of or payment for the inspection report by the client will confirm this agreement even if client is not present at the inspection and/or has not signed the agreement.

If repair/replacement is done without giving the inspection company the required notice, the company will have no liability to the client.

Any legal action must be brought within one year from the date of the inspection or will be deemed waived and forever barred.

It is understood that this agreement controls this inspection and any re-inspection of the property.

