

# Alpha & Omega Home Inspections, LLC

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## Residential Real Estate Inspection Agreement and Invoice

**THIS AGREEMENT IS OUR INVOICE**

SC Lic: 1736 / NC Lic.: 2240

**INSPECTION FEE: \$** \_\_\_\_\_

▶  Pay at the inspection       Pay after inspection

**Note: Credit card information is REQUIRED as a security deposit if you intend to pay after the inspection.** Payment is subject to charges to your credit card if payment exceeds 45 days past the date of the inspection. WE will not charge your credit card otherwise without your permission. Credit card information is subject to verification. **Actual credit card payments must be made online!**

**Credit Card Type:**       Visa       MasterCard       Amer. Ex.      **Expiration Date:** \_\_\_\_\_ / \_\_\_\_\_

**Credit Card Number:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_      **3 - 4 Digit Security Code:** \_\_\_\_\_

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| <p>▶ Property St. Address: _____</p> <p>▶ Property City Address: _____</p> <p>▶ Print Realtor Name: _____</p> <p>▶ Client Current Address: _____</p> <p>▶ Client City, State, Zip: _____</p> <p>▶ Print Client Legal Name: _____</p> <p>▶ Client Signature: _____</p> | <p>▶ Total Square Footage: _____</p> <p>▶ Year House Built: _____</p> <p>▶ Closing Date (If paying at closing): _____</p> <p>▶ Closing Attorney (If paying at closing): _____</p> <p>▶ Closing Atrny phone (If paid at closing): _____</p> <p>▶ Client phone number: _____</p> <p>▶ Print Client email: _____</p> |
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(Reports normally delivered via email)  
By my signature above and on the subsequent page, I (CLIENT) acknowledge that I have read both pages of this agreement and limitations, accept the services disclosed, and that I understand the terms and conditions and I agreed to be bound by these. My signature above authorizes ADT Home Security to call me at the phone number I have provided to discuss a special alarm system offer without obligation.

**This Agreement Limits Our Liability. Read It Carefully And Ask About Anything You Do Not Understand.**

Alpha & Omega Home Inspections, LLC (Inspector, WE, US, OUR) will conduct a visual inspection of the property and prepare a written inspection report of the *apparent* condition of the accessible installed systems and components existing at the time of the inspection. CLIENT agrees that the Standards of Practice for Home Inspections (SOP) shall define the standard of duty, limitations, and exclusions. These SOPs are posted on OUR website for your review. WE agree to email or mail the CLIENT a report within 3 business days of the inspection or receipt of signed agreement (whichever is later). All oral comments made by the US are made as a courtesy and are not to be considered a part of the official report. The home inspection report represents OUR "opinion" of the property at the time of the inspection. CLIENT is encouraged to be present at the time of the inspection to gain an understanding of our opinions. OUR purpose is to determine whether a system (electrical, heating, etc) is working properly. WE are not responsible to determine *all* that may be wrong with that system, and may advise that the system be evaluated by a specialist such as a licensed electrician or HVAC contractor.

This inspection covers the principal dwelling and attached structures only. Non-attached structures are inspected per mutual agreement at additional charges. It includes an inspection of: Structural Components, Exterior, Roofing, Plumbing, Electrical, Heating, Central Air Conditioning, Interior, Insulation, Ventilation and built-in kitchen appliances. OUR home inspection is a generalist observation and is not technically exhaustive. CLIENT agrees that any re-inspections requested and performed are limited inspections, for the items requested in writing and this agreement applies to re-inspections as well. The CLIENT is advised to use only State licensed contractors for repairs. CLIENT agrees to notify US of any issues or concerns and any disclosure issues made by the seller. CLIENT has preexisting concerns with the following components, systems, etc. (please list if any): \_\_\_\_\_

**EXCLUSIVITY** – The report is copyrighted by US and is prepared exclusively for the CLIENT (and their agent unless directed otherwise). **Reports may not be sold or traded to anyone in any form.** CLIENT(s) gives permission for US to discuss report findings with real estate agents, owners, or contractors for the sake of clarification.

▶ **IMPORTANT: The Inspector will not open gas or water valves, light pilot lights or gas appliances, activate electrical services that have been turned off, or cut locks open. The CLIENT is solely responsible for ensuring that all utilities are turned on, that breakers are turned on, that all water and fuel valves are open, that all pilot lights are lit, that all rooms and crawl spaces are unlocked, and that components such as attics and panel boxes are accessible prior to the inspection.** Return visits because utilities were off, valves were off, pilot lights were not lit, or certain areas were locked or otherwise inaccessible will be subject to an additional fee starting at \$150.00 (\$150.00 minimum plus \$100/hr. after the 1<sup>st</sup> hour, including drive and report writing time). ◀

**GENERAL EXCLUSIONS – Visual Only** – WE do not perform any type of destructive testing. WE do not inspect, comment on, or test anything underground. This inspection is visual and non-invasive. We do not disassemble equipment. Concealed or inaccessible items or components may remain undetected. CLIENT agrees to assume all risk for system or component conditions that are concealed from view, inaccessible to the Inspector at the time of the inspection, unsafe and/or substantially deficient at the time of the inspection. Any area not readily accessible or visible because of, but not limited to, soil or vegetation, walls, floors, carpets, ceilings, furnishings, debris, personal belongings, water, ice, snow, or any condition that would endanger the Inspector or potentially cause damage to the property or any of its systems or components ARE SPECIFICALLY EXCLUDED FROM THIS INSPECTION. Note: WE are happy to return and inspect any area made visible by the CLIENT or homeowner or by changing weather conditions; however, return visits will be subject to an additional fee. The inspection of areas/homes that we feel endangers OUR safety will be aborted.

**INSPECTION DOES NOT INCLUDE** – Negotiating issues with the builder/owner/contractor; sewer lines and/or onsite waste disposal systems; water softeners; shower pans, over-flow drains; identification of Chinese drywall; low voltage electrical systems; backup generators, data and communications systems or other ancillary wiring that is not part of the primary electrical distribution system, lightening arrestors; any timing systems; water purification systems; well systems; solar heating systems; swimming pools, spas; fencing; playground or sports equipment; underground sprinkler systems; pressure tests on central air conditioner systems; furnace heat exchangers; radiant heating systems; portable appliances (including refrigerators, washers, dryers, etc.), carbon monoxide detectors. WE do not inspect for any environmental issues such as lead paint, asbestos, radon gas (unless specifically requested), or drinking water quality (unless specifically requested). WE do not address conditions relating to animals, pests, or rodents. EIFS siding systems are not inspected. No sampling or analysis of mold is conducted unless requested. Cosmetic features are excluded, including without limitation: paint; wall coverings; carpeting and other floor coverings; paneling; lawn; and landscaping. WE do not inspect for building code compliance, soil analysis, adequacy of design, capacity, efficiency size, value, flood plain location, pollution or habitability. WE do not attempt to identify recalled systems or components. WE do not operate heating or cooling systems in temperatures that may cause damage to the unit (air conditioner systems will not be operated if the outside temp. is below 65 deg. F.; heat pumps will not be operated in normal heat mode if the outside temp. is above 75 deg. F.). WE do not inspect heat exchangers, boilers, etc. for cracks.

**RADON TEST:** For an additional fee, we will conduct an EPA approved radon test at the listed property. The EPA states, “Radon is a cancer-causing natural radioactive gas that you can’t see, smell or taste. Radon is the leading cause of lung cancer among non-smokers. Radon is the second leading cause of lung cancer.” *If CLIENT wishes to have a Radon Test, initial here:* \_\_\_\_\_

**WATER TEST** – For an additional fee, WE will take a water sample for analysis by a third party laboratory. *If CLIENT wishes to have a Water Test, initial here:* \_\_\_\_\_

**PEST INSPECTION** – WE will arrange to have a State licensed pest control company evaluate the home at your request for an additional fee. CLIENT holds US harmless for services and reports rendered by them or their errors or omissions. *If CLIENT wishes US to arrange a pest inspection, initial here:* \_\_\_\_\_

**SEPTIC INSPECTION** – *If CLIENT wishes US to arrange a 3<sup>rd</sup> party septic inspection, initial here:* \_\_\_\_\_

**FEES AND PAYMENT** – OUR fee is based upon the age and square footage of the home and is subject to correction. WE reserve the right to charge an additional fee for homes in distress or cluttered; failure to notify US of such a property at the time of scheduling may result in the inspection being aborted and the CLIENT will be responsible for a \$150.00 travel fee. Payment is due at the time of the inspection or through the closing attorney. If the property fails to close, payment is due immediately. After 45 days, the CLIENT authorizes US to charge the fee to their credit card. Payment is irrevocably due after 45 days even if the Real Estate transaction fails to close. CLIENT agrees to pay all legal and time expenses at a \$150/hr rate related to the collection of unpaid fees and a \$35 fee for any returned checks. A late charge of 1.5% per month shall be added after 45 days in the event it is necessary to place this account in the hands of an agency or attorney for collection. ▶ **Cancellations with less than 48 hours notice will be billed in full.** ◀

**LIMITS OF LIABILITY AND DISPUTE RESOLUTION** – This inspection will not eliminate all potential problems. WE do not guarantee that all defects will be located, reported, identified or recognized. CLIENT agrees that OUR limit of liability shall not exceed the amount paid for the inspection, minus any lab fees. WE are not a home warranty company nor do WE carry insurance on warranty claims. If the CLIENT believes WE have made an error or omitted an item the CLIENT feels should have been inspected, the CLIENT agrees to notify US in writing of the alleged error or omission within five days of the discovery of the item(s) and agrees to allow US a reasonable opportunity to re-inspect, address, and repair the alleged error or omission prior to any repairs being performed. Failure on behalf of the CLIENT to notify US in writing and grant US a reasonable opportunity to re-inspect, address, and repair the alleged item(s) is admission by the CLIENT that the condition did not exist at the time of the inspection and shall constitute a remise, full release, and forever discharge US from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, judgments, damages, claims, administrative claims, and demands whatsoever in law or equity. If CLIENT makes a claim against US for an alleged error, omission, or other act arising out of this inspection report and fails to prove such claim, CLIENT agrees to pay all attorneys’ fees, arbitrator’s fees, legal expenses, and costs incurred by US in defense of the claim. CLIENT agrees that WE will only be named as an expert witness in litigation issues. Should any buyer or entity disclaim the authority of contract signer to act as an agent of any or all buyers, then the signer of the contract herein indemnifies us for all costs, damages, judgments, and expenses incurred by us, including attorney’s fees, regarding any claims against us made by buyer or entity disclaiming their authority. After a period of 90 days, CLIENT agrees not to attempt any action against the US. If any portion of this agreement is struck down, all other clauses will remain valid and in force.

**ARBITRATION CLAUSE:** If any dispute arises out of, or relates to, this Agreement, and cannot be settled through direct discussions, the CLIENT agrees to mediation under the mediation rules of Inspection Arbitration Services (IAS), before resorting to arbitration. Thereafter, any dispute, controversy or claim not resolved by mediation shall be settled by arbitration in accordance with the arbitration rules of IAS, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, with all parties provided the right to appeal the decision of the arbitrator within 30 days. Filing fees arising from IAS shall be paid by the CLIENT. See [www.inspectionarbitrationservice.com](http://www.inspectionarbitrationservice.com) for more information.

**PROPERTY ENTRY** – CLIENT has obtained a right of entry to perform this inspection from the owner or owner’s representative. In order to protect the security of the homeowner’s property and limit everyone’s liability, CLIENT agrees that if the property is occupied or furnished in any way, and the homeowner will not be present, the CLIENT, their family, friends and other associates will be not be present inside the home unless accompanied by a Real Estate Agent.

▶ **Client Signature:** \_\_\_\_\_

▶ **Today’s Date:** \_\_\_\_\_