



# Alpha & Omega Home Inspections, LLC

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## Commercial Inspection Agreement and Invoice

THIS AGREEMENT IS OUR INVOICE

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

▶ Property St. Address: \_\_\_\_\_

▶ Square Footage: \_\_\_\_\_  
(Htd. sq. ft. + basement — subject to verification)

▶ Property City Address: \_\_\_\_\_

▶ Year Structure Built: \_\_\_\_\_

▶ Client Current Address: \_\_\_\_\_

▶ Client City, State, Zip: \_\_\_\_\_

▶ Print Client Name: \_\_\_\_\_  
(Name as used on credit card)

▶ Client phone number: \_\_\_\_\_

▶ Client Signature: \_\_\_\_\_

▶ Print Client email: \_\_\_\_\_  
(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 the release of the inspection report to my real estate agent, unless specified otherwise in writing.*

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

This contract is an agreement between the CLIENT listed above, and Alpha & Omega Home Inspections, LLC (INSPECTOR, US, WE, OUR) to perform a visual inspection at the commercial property listed above.

Client understands and agrees this inspection will not meet either the NC or SC state licensure board's "Standards of Practice" for a home inspection because the property is not a residential building. Unless otherwise inconsistent with this Agreement or not possible, WE agree to perform the inspection in accordance with the National Association of Certified Home Inspectors Standards of Practice for Inspecting Commercial Properties ([www.nachi.org/comsop.htm](http://www.nachi.org/comsop.htm)). CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. This inspection is visual only. In certain instances, WE may engage or deploy certain mechanical or other systems. However, it is not possible to engage or deploy many systems in a commercial building, including fire suppression systems, and thus determination of whether such systems are properly functioning or otherwise in need of repair, replacement or maintenance is beyond the scope of this basic inspection. WE are not responsible to determine *all* that may be wrong with a system or component and may recommend, and CLIENT acknowledges that such may be necessary, that CLIENT hire a professional engineer, or other qualified and licensed professional, to provide an independent inspection and analysis of certain elements that may be beyond the scope of this basic inspection. WE accept no responsibility for use or misinterpretation of the report by third parties. Unless otherwise indicated below, If any structure or portion of any structure that is to be inspected is a log structure CLIENT understands that such structures have unique characteristics that make it impossible for US to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs or similar defects that are not visible by an exterior visual inspection.

WE will prepare a written report of the *apparent* condition of the property and will email or mail it to the CLIENT within 3 business days of the inspection. 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 report represents OUR "opinion" at the time of the inspection. OUR interpretation of what is good or fair may be different than the CLIENT. CLIENT is encouraged to be present at the time of the inspection to gain an understanding of our opinions.

This inspection covers the principal structure and attached structures only. Non-attached structures are inspected per mutual agreement at additional charges. 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. CLIENT has obtained a right of entry to perform this inspection from the seller or seller's representative. 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): \_\_\_\_\_

▶ **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 \$100.00/hour (\$100.00 minimum and additional travel charges may apply depending on distance). ◀

**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 owner or by changing weather conditions; however, return visits will be subject to an additional fee. The inspection of areas/properties 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, low voltage electrical systems; data and communications systems or other ancillary wiring that is not part of the primary electrical distribution system, lightning 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, mold, 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. 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 operate heating or cooling systems in temperatures that may cause damage to the unit (air conditioner systems will not be operated if outside temperatures are 65 degrees F. or less; heat pumps will not be operated in heat mode if outside temperatures are 75 degrees F. or above). WE do not inspect heat exchangers, gas packs, boilers, etc. for cracks.

**FEES AND PAYMENT** – Payment is due at the time of the inspection. The cost of the inspection is based upon the age and square footage of the property and is subject to correction. WE reserve the right to charge an additional fee for homes in distress, cluttered, foreclosed; 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 trip fee. CLIENT agrees to pay all legal and time expenses related to the collection of all unpaid Inspection fees and a \$25 fee for any returned checks. ► **Cancellations with less than 48 hours notice will be billed in full.** ◀

**LIMITS OF LIABILITY AND DISPUTE RESOLUTION** – This inspection is to reduce the risk of finding a potential problem, not to eliminate them. 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 warranty company nor do WE carry insurance on warranty claims. OUR inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the commercial building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law. 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. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. 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 against a third party. 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 property and limit everyone's liability, CLIENT agrees to abide by the following policy: if the property is occupied or furnished in any way, and the owner will not be present, the CLIENT, their family, friends and other associates agree that they will be not be present during the inspection unless accompanied by a Real Estate Agent.

**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.

► **Client Signature:** \_\_\_\_\_

► **Today's Date:** \_\_\_\_\_