

Alpha & Omega Home Inspections, LLC

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SC Lic: 1736 / NC Lic.: 2240

Re-Inspection/Re-visit Inspection Agreement

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.

Credit Card Type: Visa MasterCard Amer. Ex. Expiration Date: ____ / ____
Credit Card Number: ____ - ____ - ____ - ____ 3 - 4 Digit Security Code: _____

▶ Property St. Address: _____ ▶ Property City Address _____
▶ Print Client Name: _____ ▶ Client phone number: _____
(Name as used on credit card)
▶ 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.

Filling out and executing this form does not obligate us to perform a re-inspection or return to the property. We reserve the right to not re-inspect a property for any reason. This contract, if accepted, is an agreement between the CLIENT listed above, and Alpha & Omega Home Inspections, LLC (US, WE, OUR) to perform a re-inspection of repairs or re-inspect items that WE were unable to previously inspect due to their inaccessibility or because utilities were turned off, etc. In a separate email, or using the space below, list the items from the Inspection Summary or the Systems or Areas that you desire us to inspect:

Date and time CLIENT desires inspection to be performed: _____

Client understands and agrees this inspection will not meet either the North Carolina or South Carolina state licensure board's "Standards of Practice" for a home inspection. Because of the limited number of components inspected, this inspection will not meet any other organizations Standards of Practice for a home inspection. 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 items listed above at the time of the inspection. 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 report represents OUR "opinion" of the items listed above 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 re-inspection to gain an understanding of our opinions. 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 to abide by the following policy: 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 agree that they will be not be present inside the home unless accompanied by a Real Estate Agent.

Client understands this is not a guarantee in any way of the work performed by others, and not a substitute for obtaining receipts, licenses, warranties, permit information, etc from the qualified licensed contractors that performed the repairs. Client agrees that they have retained our services to determine if some level of repairs was performed and further agrees to hold the repair contractor liable for any and all work that was not completed, partially completed, and or not done in a safe and or workmanlike manner. This Re-inspection or return trip is to provide CLIENT with a better understanding of the condition of only the items the client has listed above as observed at the time of the re-inspection. It is not a guarantee or warranty of future performance of any system, component, or structural item.

► **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. ◀

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 or at the close of escrow (if secured with a credit card). 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 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. 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.

ARBRITRATION 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 for more information.

EXCLUSIVITY – The report is copyrighted by Alpha & Omega Home Inspections, LLC and is prepared exclusively for the CLIENT(s) named. It is not transferable to anyone in any form. CLIENT(s) gives permission for US to discuss report findings with real estate agents, specialists or contractors for the sake of clarification. WE will not release this report to any third party without CLIENT approval.

► **Client Signature:** _____

► **Today's Date:** _____