

Atlanta Home Inspection  
Matthew Thoroman  
Certified Home Inspector  
InterNACHI #05062791

## **PRE-INSPECTION AGREEMENT**

### **Please Read Carefully**

In consideration of the payment of the inspection fee set forth below, Atlanta Home Inspection agrees to conduct an inspection and prepare a written Inspection Report ( hereinafter "Report") to alert the Customer of any major deficiencies in the property's condition in the following areas: structural condition, electrical, plumbing, hot water heater, heating and air conditioning; basement, including water problems; Kitchen and appliances; general interior, including ceilings, walls, floors, insulation and ventilation, general exterior, including roof, gutter, chimney; drainage and grading of lot. Atlanta Home Inspection performs the inspection and prepares the Report for the sole, confidential and exclusive use and possession of the CUSTOMER. The Report is only supplementary and not a substitute for to the seller's disclosure.

Customer understands and agrees that the inspection will be of the readily accessible areas of the property and is limited to visual observations of apparent conditions existing at the time of the inspection only. Excluded from the inspection are the latent and concealed defects and deficiencies. Equipment, systems or other items will not be dismantled during the inspection.

Atlanta Home Inspection will perform the inspection in accordance to the current Standards of Practice of the InterNational Association of Certified Home Inspectors, (InterNACHI); which are incorporated herein by reference. A copy of these standards are posted at <http://www.nachi.org/sop.htm> .Customer understands that these standards contain certain limitations, exceptions, and exclusions. The inspection will be completed at the location designated on the Inspection Conditions page of the report. All inspection information will be conveyed to the customer or customer's representative in the Report. Atlanta Home Inspection accepts no responsibility for the use or misrepresentation by third parties of the inspection or the Report.

Maintenance and other items may be discussed, but they are not part of the inspection. The inspection is not a compliance inspection of certification for past or present government codes or regulations of any kind.

The inspection and Report do not address and are not intended to address the possible presence of, or danger from any potentially harmful substances and environmental hazards including, but not limited to: mold in air and carpet, radon gas, lead in paint, lead in water, asbestos, urea formaldehyde, and toxic or flammable chemicals. Also excluded

are inspections of and reports concerning swimming pools, wells, septic systems, central vacuum systems, water softeners or sprinkler systems, and the presence or absence of rodents, termites, or other insects.

If the Customer believes that the inspection or report are deficient or inaccurate, then Atlanta Home Inspection reserves the right to re-inspect visually the alleged deficiency and inaccuracies before the customer takes any step to remedy same. Within fourteen (14) days of the inspection, Customer shall give written notice of the alleged deficiency to Atlanta Home Inspection and access to the premises. The notice shall state the alleged deficiency and the grounds or basis for the allegations that the deficiency exists. Failure to comply with the above conditions shall release Atlanta Home Inspection and its agents from any and all obligations or liability of any kind.

The parties agree that Atlanta Home Inspection assumes no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies that are either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. **THE INSPECTION AND REPORT ARE NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTION STRUCTURE, ITEM OR SYSTEM.**

Customer understands and agrees that if Atlanta Home Inspection is found liable for any loss or damage resulting from a failure to perform any of the obligations under this agreement including but not limited to, negligence, breach of contract, or otherwise, then the liability of Atlanta Home Inspection shall be limited to the amount of the inspection fee paid by the Customer.

Resolution of Disputes by Arbitration - If after the proper notice by Customer, Atlanta Home Inspection has re-inspected, evaluated and addressed any alleged deficiencies in the performance of the inspection or preparation of the Report; and if the parties cannot reach an amicable resolution to same, then both parties agree that the subject matter of the dispute shall be submitted to binding arbitration subject the rules of American Arbitration Association. The term dispute includes any dispute as to the deficiency of the inspection, report, or any other duty of either party arising under this agreement. Furthermore, the parties agree that each shall pay their own attorney fees and shall share equally in the cost of arbitration.

In the event Customer fails to prove any adverse claims against Atlanta Home Inspection in the Arbitration proceedings, Customer agrees to pay all legal costs, expenses and attorney fees of Atlanta Home Inspection in defending said claims. Customer agrees to have no cause of action and waives all claims, whether known or unknown, against Atlanta Home Inspection after one year from the date of inspection.

Atlanta Home Inspection reserves the right to charge a cancellation fee of \$150.00 for the inspection scheduled if cancelled **LESS THAN 36 HOURS** before the scheduled

inspection start time by Customer.

A late fee of 1.5% per month added to invoices over 10 days past due. Client agrees to pay all legal fees and time expenses related to collection of all unpaid inspections.

If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Pre-Inspection Agreement represents the entire agreement between the parties and incorporates by reference above referenced Cover Sheet, and the Standards and Practice of (InterNACHI). No changes or modification to this agreement shall be binding unless in writing and signed by the parties. This agreement shall inure to the benefit only of the parties signing this agreement, and shall not inure to the benefit of any successor or assign of either party. Acceptance and understanding of this agreement are hereby acknowledged on

this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

By: \_\_\_\_\_, Atlanta Home Inspector

By: \_\_\_\_\_, Customer

TOTAL FEE: \$\_\_\_\_\_