

**Real Estate Visual Home Inspection Agreement**

Jay Wojack-Inspector  
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Property to be inspected: \_\_\_\_\_  
Inspection Date: \_\_\_\_\_  
Clients name: \_\_\_\_\_  
Clients phone number: \_\_\_\_\_  
Clients Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Realtor Name and Phone Number: \_\_\_\_\_  
Attorney and closing date: \_\_\_\_\_

This agreement is made between and entered into by Alpha One Home Inspections LLC and hereinafter referred to as “Inspector” and the above named customer(s) hereinafter referred to as “Client”. In consideration of the promise and terms of this agreement, Inspector and Client refer to as follows:

**LIMITATION OF LIABILITY**

*As held by the supreme court of South Carolina in Gladden v. Boykin, 402 S.C.140, (2013):* It is understood and agreed that should Inspector be found liable for any loss or damages resulting from a failure to perform any of its obligations pursuant to any aspect of the inspection or this agreement, including but not limited to negligence, breach of contract or otherwise, the liability of the Inspector and/or agents or employees shall be limited to a sum equal to the amount of the fee paid by the Client for this inspection and report.

Client agrees and acknowledges that the mentioned sum is the sole and exclusive remedy of the Client. Client further agrees to pay all legal expenses/attorney fees and reasonable compensation for the loss of time that may be incurred by Inspector as a result of any legal action by the Client where the Client seeks to recover any amount more than the sum equal to the amount of the fees paid by the client for this inspection and report.

Inspector shall perform a visual home inspection of the property set forth above, as agreed. Client understands that a home inspection at issue herein is a **visual observation**, with limited use of mechanical instrument and of **readily accessible** areas of the building according to the State’s Standards of Practice. The inspection is intended as a **general guide** to help the Client make his/her own evaluation of the overall condition of the home. The inspection expresses the professional opinion of the Inspector at the time of the inspection only and expresses no warranty or guarantee against defects in the structure. Inspector does not grade quality of construction or report normal wear and tear. Major, Minor and Safety concerns should be further evaluated by a structural engineer and/or licensed contractor.

Client understands the **Fees** are not contingent on the final sale of the home and if the home does not close and/or payment is missed at closing, that the **Client is responsible for all fees due and payment shall be made in full within 30 days**. If payment is not received within 30 days or agreed upon date, a late fee of \$50.00 per month will be assessed for each month period after the date of the original closing and/or agreed upon date the inspection report was provided to the client.

Client understands that this is **NOT** an Engineer's Report nor an Environmental, Hazardous To Health, or Safety inspection/report. The report that will be prepared by the Inspector is **NOT** a compliance inspection or certification inspection or certified for past or present government codes or regulations of any kind. This inspection is not intended to be technically exhaustive. The inspection does not in any way represent a commercial inspection or an inspection to qualify for commercial purposes. The inspector does not test, report or inspect for types of mold, mildew or moisture on homes with stucco or IPS exteriors. A more comprehensive inspection may be available by engineering firms or other companies. This inspection is intended to discover damages.

**Third Party Indemnification:** The inspection and report is not intended for the use or benefit of anyone other than the Client listed above and Client agrees he/she will not provide the inspection report or any results of the inspection to any party. No third party shall have any right arising from the inspection or this report. In consideration for the inspection company furnishing the report, Client shall indemnify and hold the Inspection company and Inspector(s) harmless for any claims, demands, or costs as a result of any third party demand or claim arising out of the inspection report.

Client agrees for the Inspector to release the inspection report and any and all billing activity associated with the inspection to any real estate agency that is participating in the purchase/sale of the inspected property.

**DISCOVERY OF PROBLEMS:** The client agrees to notify Inspection Company in writing of any complaints or items in question within 14 days of inspection and to allow the Inspection Company and the Inspector access to the property to evaluate these items **before** corrective action is taken. Immediate repair should be made in life threatening situations. In other than life threatening situations, Client failure to permit the Inspector to reinspect the issue shall mean the Client has waved any claim against the Inspection Company and/or Inspector with respect to the item/issue. If original condition, structure, component, unit or element has changed, removed, worked on etc. from the original time/date of inspection that changes the inspectors original visual inspection view voids any claims made in that specific area, location, component, unit or structure. In no event shall any action be brought against the Inspection Company or inspector(s) for a breach of this agreement at any time beyond (6) months after the date of the inspection and agreement.

By signing below, the parties acknowledge that they have had the opportunity to read both pages of this contract, that Client will read the report and all disclaimers attached and included in the report prior to listing the property, that Client understands the terms and conditions herein and that the Client agrees to be bound by these terms and conditions and to pay the inspection fee.

Acceptance and understanding are hereby acknowledged:

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Inspection fee: \_\_\_\_\_ Paid on: \_\_\_\_\_