

**All Star Home Inspections
Inspection Contract Agreement**

This contract is an agreement between the client _____ and Chucks Inspection Services LLC DBA All Star Home Inspections (All Star) to perform an inspection of the home or building listed below according to the "Standards of Practice" of InterNACHI (which can be viewed on InterNACHI web site <https://www.nachi.org/sop.htm>). These standards of practice inform you of what a home inspector should report, and what is not expected of the home inspector to report. This inspection is a limited visual inspection as a generalist. **Areas that are inaccessible are not part of this inspection** including but not limited to: behind walls, furniture, under rugs, inaccessible areas and below soil. The client signing below assumes all risk for potential problems or conditions including those areas not accessible by the inspector. The Client assumes all risk for problems noted in this report that may reveal further damage during a repair or further investigation by a qualified professional.

Definitions and Purpose of the Inspection: A **general home inspection** is the process by which an inspector visually examines the readily accessible systems and components of a home and operates those systems and components utilizing the InterNACHI Standards of Practice as a guideline. **Readily accessible** means a system or component that, in the judgment of the inspector, is capable of being safely observed without the removal of obstacles, detachment or disengagement of connecting or securing devices, or other unsafe or difficult procedures to gain access. **Material defect** means a specific issue with a system or component of a residential property that may have a significant, adverse impact on the value of the property, or that poses an unreasonable risk to people. The fact that a system or component is near, at, or beyond the end of its normal, useful life is not, in itself, a material defect.

_____ As the buyer or seller, it is your responsibility to be informed of any recalls that may be (Initials) related to your home that may include but not limited to siding, shingles, electrical, appliances, and sheetrock. Your signature below is your acceptance of these terms and conditions. A home inspection is not technically exhaustive, and the inspector does not and will not dismantle or perform testing in making his inspection. It is beyond the scope of the inspector to go on the roof. If a more detailed roof inspection is desired, then it is recommended that the client hire a professional roofer to go on the roof. The inspector is limited by this inspection agreement and cannot be expected to find or discover all defects in this building to include foundation or settlement issues that may change as soil conditions change or that may NOT have been disclosed by seller.

_____ The client will pay the sum of \$ _____ for the inspection of the property-being the residence and (initials) any attached structures located at _____

_____ The client has had an opportunity to consult with and price other home inspectors in the local area (initials) before signing this contract.

The cost of the home inspection is based upon house under roof square footage of the home to be inspected. Payments must be made at the time of inspection. **All Star agrees to provide you with a report within three business days or sooner** by the client providing their email _____

Clients Current Address:

Buyers Phone Number

Street _____ City _____ State _____ Zip _____

_____ Payable at time of the inspection.
(initials)

_____ The purpose and scope of this inspection is to provide you with a better understanding (initials) of the property's condition as observed at the time of the home inspection. It will include an inspection of: visual Structural Components, Exterior, Roofing as viewed from the ground or ladder or upper window, Plumbing, Electrical, Heating, Central Air Conditioning, Interiors, Insulation, Ventilation and built-in kitchen appliances. The inspection and

inspection report do not in any way constitute a guarantee or insurance policy. Additionally, neither the Inspection nor Inspection Report are substitutes for any real estate transfer disclosures which may be required by law.

[REDACTED] The inspection will **not** include an appraisal of the value, termite inspection, or a survey.
(initials) The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

[REDACTED] Our inspection does not include the inspection or any part of testing or determining
(initials) whether **these conditions exist such as:** Asbestos, Formaldehyde, Mold or Fungi, or bio-aerosols or Chinese dry wall. Soil or geological conditions. Pools and or equipment related to pools, spas. Pests or Termites or wood eating insects. Elevators, solar systems. Refrigeration units, water filtration units, security alarms, intercoms, phone, cable, satellite, window treatments or mini-blinds, oven clocks or timers or clean feature, central vacuum, solar systems or lightening arrestors. Roofing is limited to a visual inspection from the ground, roof boots, vents, valleys, installation of shingles and other roofing components are inspected from the ground. This inspection **does not** include a **test** on "Synthetic Stucco" - EIFS. All Star will not operate heating or cooling systems in temperatures that may cause damage to the unit. Air conditioning system will not be operated by All Star in outside temperatures of 65 degrees or less. We do not inspect heat exchanger for cracks. Plumbing and electrical must be turned "on" for the inspection of these areas and components. Well or spring systems, pressure, depth, water level or condition is not part of this inspection. Furnaces must be "on" or capable of being turned on by using normal operating controls. Pilot lights must be "lit" in order to inspect these components or systems (i.e., gas fireplace, wall heaters). Septic tank and septic field inspections are not inspected and are not part of this contract. All Star does not inspect for code compliance or ordinances. Detached buildings or garages can be inspected for an additional charge and are **NOT** part of the home inspection process.

[REDACTED] The home inspection report is an "opinion" of All Star. Our interpretation of what is good
(initials) or fair condition, may be different than yours. The client is encouraged to be present at the time of inspection so the client will have a better understanding of our opinion on conditions of the premises. The client accepts responsibility for incomplete information if the Client did not attend the inspection. Our purpose is to determine whether a system or component (electrical, heating, visible structure etc) is functioning for which it was intended. We are not responsible to determine all that may be wrong with that system or component, just whether a second opinion is needed, such as a licensed electrician or HVAC contractor, or any specialist for that field or trade. Said specialist for that field or trade shall determine what steps are necessary to correct any problems. Troubleshooting by said specialist may reveal additional items not mentioned in this report. Any item mentioned in the report may need additional inspections by other qualified specialists. It is up to the Client who will be the person signing this contract to seek qualified specialists to investigate further any item or component that is commented on in the inspection report before closing. We are not responsible for items mentioned in this report. We are not a guarantee, nor do we guarantee, any items or opinions described on this report. The purpose of this inspection is to reduce the risk of finding a potential problem, not to eliminate them. We are not a home warranty company nor do we carry insurance on warranty claims.

[REDACTED] **Inspection Report:** The Client and the Company agree that the Company, and its inspector(s), will prepare a written inspection report that shall identify, in written format, defects within specific systems and components defined by these Standards that are both observed and deemed material by the inspector. The inspection report may include additional comments and recommendations

[REDACTED] **THE LIABILITY OF ALL STAR HOME INSPECTIONS AND OF THE HOME**
(initials) **INSPECTOR FOR MISTAKES OR OMISSIONS IN THE INSPECTION REPORT IS LIMITED TO A REFUND OF A MAXIMUM OF ONE AND HALF TIMES THE FEE PAID FOR THIS INSPECTION AND REPORT. THIS LIMITATION APPLIES TO ANY PERSON, INCLUDING CLIENT'S SPOUSE, EXECUTORS, HEIRS, ADMINISTRATORS OR AGENTS, WHO SUFFERS ANY LOSS, PERSONAL INJURIES OR PROPERTY DAMAGE FROM MISTAKES OR OMISSIONS DUE TO OR RELATING TO THE INSPECTION OR INSPECTION REPORT. CLIENT EXPRESSLY ASSUMES THE RISK OF ALL LOSSES AND DAMAGES GREATER THAN THE FEE PAID FOR THE INSPECTION AND AGREES TO ACCEPT A REFUND OF UP TO ONE AND HALF TIMES THE FEE PAID FOR THE INSPECTION AS FULL SETTLEMENT OF ANY AND ALL CLAIMS AGAINST THE COMPANY AND/OR THE HOME INSPECTOR. The Client agrees that any claim for failure of the Company**

to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. The Client also agrees to allow the Company ten (10) days to come to the Subject Property to inspect and evaluate any condition complained of by the Client to the Company and not to make, or allow others to make, any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency.

ALL CLAIMS MUST BE SUBMITTED WITHIN 30 DAYS OF THE DATE OF THE INSPECTION.

 It is recommended that the client consult with their Realtor regarding the purchase of a home (initials) warranty if the home they are purchasing, or selling is a resold home.

The Client's signature below indicates the Client(s) understand the inspection is not a technically exhaustive inspection and the liability of the inspector or All Star Home Inspections is limited as outlined below. Also, the client does not want a technically exhaustive inspection. By payment of our fee and or the Client's signature, the Client acknowledges and understands and agrees to the statements and terms contained here-in and will hold All Star Home Inspections and myself harmless to any claims made. The Client, spouse, executors or heirs or administrators or agents, are limited to a refund of up to ONE AND HALF TIMES the fee paid for this inspection and report. This limitation applies to anyone who claims damages or expenses of any kind incurred due to the errors or omissions in this inspection and report.

If any provisions of this Contract/Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Contract/Agreement and any other application of such provision shall not be affected thereby.

Entire Agreement: This Pre-Inspection Agreement and any subsequent report issued to the Client by the Company represent the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. The inspection is being performed for the exclusive use and benefit of the Client. The inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

 Verification of repair visits start at \$150 and go up depending on the number of items that need to (initials) be verified. Your fee for the verification of repairs is \$150. **We will need a 7-day advance notice to schedule a verification of requested repairs.**

Privacy Policy

In providing the property inspection and inspection report, information about the client, inspector, real estate professional, and property will be collected and input into HomeGauge inspection software and services, which inspector uses to produce the inspection report. This information may include personally identifiable information about the client, inspector and real estate professional. This information may subsequently be used by the provider of HomeGauge, as set out in the HomeGauge Privacy Policy found at <https://www.HomeGauge.com/privacy.html>. Inspectors may choose to use this information to market new or related products and services to clients.

**All Star MUST RECEIVE A COPY OF THIS AGREEMENT SIGNED BY THE CLIENT BEFORE THE INSPECTION CAN BEGIN.
The contract will be sent to you by email to be digitally initialed and signed.**

Client, by signing this agreement, states that they have fully read and understand the contract into which is entered and have received a copy of said contract.

Does the clients Realtor or real estate agency have permission to receive a copy of this report?

Yes No

Agents Name
Agents Phone Number

Client Name:

Signature 

Signature Charles F Tolbert

Charles Tolbert
DBA All Star Home Inspections

Date:

Time:

Inspector:

Sq.Ft: +/- sqft

Total Inspection Yes No

Agent Present Yes No

Client Present Yes No