

Dwight Leary Builders, LLC

P.O. Box 210553 Montgomery, Alabama 36121
Cell: 334-300-1035 Fax: 334-277-1619

REAL ESTATE INSPECTION CONTRACT

THIS AGREEMENT LIMITS LIABILITY- PLEASE READ CAREFULLY

Dwight Leary Builders, LLC (“the Company”) and _____ (“the Client”) hereby contract and agree as follows:

The Client retains the Company to perform a limited visual inspection of the residential structure (hereinafter “the subject property”) located at the Property Address identified on page 2 of this Real Estate Inspection Contract (“Contract”). The Company agrees to perform the inspection services pursuant to all terms and conditions of this Contract and to provide the Client with a written Property Condition Report (“Report”). The inspection services and Report will be undertaken and prepared exclusively for the sole use and benefit of the Client.

The Client agrees to pay the Company’s stated inspection fee, which is due upon completion of the inspection. **The Client further warrants that they have read this Contract carefully and understands and agrees that they are bound by all terms and conditions of this Contract.**

PURPOSE: The purpose of the inspection services and Report is to provide you with a professional opinion of the condition of the structural and mechanical components of the subject property at one point in time based only upon conditions readily observable at the time of inspection.

SCOPE: The scope of the inspection services and Report is a limited visual inspection of the readily accessible items (or parts of items) which can be seen or operated by the inspector at the time of the inspection, subject to space and extreme weather limitations (including, but not limited to, wet roofs or areas obscured by standing or flowing water). Because of these limitations, it is possible that the Report may not identify all defects or problems present at the time of the inspection, a risk that the Client understands and accepts. The inspection services and Report shall be made in conformity with both the terms and conditions of this Contract and the Alabama Standards of Practice for Home Inspectors (“Standards”), codified at Alabama Administrative Code 170-x-25.01 and available for viewing at www.bc.state.al.us/chapter170x25.htm and www.hallearyhomeinspections.com.

LIMITATIONS AND EXCLUSIONS: The inspection services and Report do not include any destructive testing or dismantling and do not include any area which is concealed or is inaccessible because of soils, walls, floors, carpets, ceilings, curtains, blinds, rugs, furnishings, locks, vegetation, or any other thing. The Client understands and accepts that the following areas or items are outside the scope of and excluded from the inspection services and Report: environmental conditions, presence of toxic or hazardous materials or organisms (including, but not limited to, asbestos, radon, formaldehyde, lead, mold, combustible gases, or combustion exhaust/carbon monoxide), assurance of dry basements or against roof leaks, presence of termite or other wood destroying organisms, condition of fencing, landscaping or exterior irrigation systems, water or air quality, flooring beneath carpeting or other floor covering, geological stability or soils condition, structural stability or engineering analysis, condition of detached structures (other than garages), EIFS/synthetic stucco, radio-controlled devices, elevators or lifts, swimming pools or pumps, furnace heat exchangers, private water or private sewage systems, odors or noise, compliance with any governmental code, ordinances, statutes or regulations, building value appraisal or cost estimates, endorsement or recommendation to purchase the subject property, insurability, efficiency, quality, durability, future life or future performance of any item inspected, and any other areas or items outside the scope of the inspection services required to be performed pursuant to the Standards.

REPORT: The Report provided by the Company will contain the good faith opinion of the Company’s inspector concerning the observable need, if any, on the day of the inspection, for the repair, replacement, or further evaluation by experts of the items inspected subject to the Purpose, Scope, and Limitations and Exclusions of the inspection services identified above. The Client understands and agrees to perform due diligence regarding any and all recommendations made in the Report, including retaining qualified and appropriate licensed contractors and/or tradesmen, prior to signing a final purchase and sale agreement in order to determine any financial impact or detriment to their investment.

SUBSEQUENT INSPECTION SERVICES: The Client understands and agrees that all terms and conditions of this Contract shall be binding on the Client for any inspection services performed by the Company subsequent to the date of inspection, including, but not limited to, any re-inspection of the subject property. The Client also understands and agrees that the Company shall have sole discretion in determining whether subsequent inspection services, including, but not limited to, any re-inspection of the subject property, shall be performed.

NOTICE OF DISPUTE: The Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the subject property shall be made in writing and reported to the Company within ten (10) business days of discovery as a pre-condition to any legal action initiated against the Company. The Client also understands and agrees that, with the limited exception of emergency conditions affecting health and safety, the Client or the Client’s agents will make no alterations, modifications, or repairs to the claimed discrepancy prior to allowing the Company an opportunity to perform a re-inspection. The client acknowledges that any failure to notify the Company or failure to preserve the claimed discrepancy, as provided above, shall constitute a waiver of any and all claims against the Company for said failure to report the condition in question.

MEDIATION: The Client understands and agrees that any dispute concerning the interpretation of this Contract or arising from the Company’s inspection services and/or Report, which cannot be resolved through informal discussions between the Client and the Company, shall first be submitted to mediation. The mediation shall be a pre-condition to the Client pursuing any further legal action. The mediation shall be conducted by a qualified mediator agreed upon by both the Client and the Company. If the Client and the Company are unable to agree upon a mediator, the Client and the Company shall agree upon a procedure to be used for the selection of the mediator. The Client and the Company shall each pay one-half (1/2) of the expenses of the mediation. The Company shall have sole discretion to waive the required pre-condition of mediation.

ATTORNEY’S FEES AND COSTS: In the event that the Client does not prevail in any arbitration or other legal action involving a dispute concerning the interpretation of this Contract or arising from the Company’s inspection services and/or Report, the Client shall be required to reimburse the Company for all attorney’s fees, mediation fees, arbitration fees, incidental costs, and out-of-pocket expenses incurred in the Company’s defense of the dispute.

FAMILY OBLIGATION: If the Client is married, the Client understands and agrees that this obligation is a family obligation incurred in the interest of the family. The Client further understands and agrees that the execution of this Contract by one spouse shall bind both spouses and any residents or intended residents of the subject property to all terms and conditions of this Contract.

DISCLAIMER OF WARRANTIES: The inspection services and Report are in no way to be considered a warranty, guarantee, or insurance policy, expressed or implied, regarding the condition of the subject property or any hidden or latent defects. The Company does not warrant, guarantee, or insure that any of the items inspected are designed or constructed in a good and workmanlike manner or that any of the items inspected are merchantable or fit for any particular purpose. The Company also does not warranty, guarantee, or insure that all defects have been found or that the Company will pay for repair of undisclosed defects. To the contrary, the Company will not pay for any such repairs.

LIMITATION OF LIABILITY: THE CLIENT UNDERSTANDS AND AGREES THAT THE COMPANY'S LIABILITY IN ANY DISPUTE OR LEGAL ACTION CONCERNING THE INTERPRETATION OF THIS CONTRACT OR ARISING FROM THE COMPANY'S INSPECTION SERVICES AND/OR REPORT IS LIMITED TO A REFUND OF THE FEE PAID BY THE CLIENT FOR THE INSPECTION SERVICES PERFORMED BY THE COMPANY. The liability of the Company's principals, agents, and/or employees shall also be limited to a refund of the Fee paid by the Client for the inspection services performed by the Company. The limitation of liability shall be binding upon the Client as well as the Client's spouses, heirs, principals, agents, or any other party bringing a claim on behalf of the Client. The Client agrees to immediately accept a refund of the fee paid for the inspection services as full and complete settlement of any and all claims brought against the Company concerning the interpretation of this Contract or arising from the Company's inspection services.

LIMITATIONS PERIOD: The Client understands and agrees that any legal action concerning the interpretation of this Contract or arising from the Company's inspection services and/or Report must be commenced within one (1) year from the date of the inspection. Failure to bring a legal action within that time shall be a complete bar to any such action and a full and complete waiver to any rights and claims concerning the interpretation of this Contract or arising from the Company's inspection services and/or Report.

MERGER CLAUSE: The Client understands and agrees that this Contract constitutes the entire understanding of the parties with regard to this matter, and no statements, oral or otherwise, shall be enforceable unless made in writing and signed by all parties to this Contract.

SEVERABILITY: The Client understands and agrees that the invalidity or unenforceability of any provision of this Contract shall not affect any other provision of this Contract, and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Your inspector may have an affiliation with a third party service provider ("TPSP") in order to offer you additional value-added services. By entering into this agreement you (a) authorize your inspector to provide your contact information (including telephone number) to the TPSP, (b) waive and release any restrictions that may prevent the TPSP from contacting you (including by telephone), and (c) authorize the TPSP to contact you (including by telephone) regarding special home alarm system offers.

LIABILITY IS LIMITED TO THE AMOUNT OF THE FEE. YOUR SIGNATURE BELOW ACKNOWLEDGES AND REPRESENTS THAT YOU HAVE READ THIS CONTRACT, YOU UNDERSTAND ALL TERMS AND CONDITIONS OF THIS CONTRACT, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS CONTRACT, AND YOU HAVE FULL AUTHORITY TO SIGN THIS CONTRACT AS OR ON BEHALF OF THE CLIENT.

Client Name: _____ Client/Representative Signature: _____ Date: _____

Client Name: _____ Client/Representative Signature: _____ Date: _____

Client Phone # _____ Client E-Mail: _____

PROPERTY ADDRESS: _____ FEE: \$ _____

Inspector: Dwight Leary (Alabama License No. HI-0058) Date of Inspection: _____