



APA Home Improvement & Inspections, LLC

Real Estate Visual Home Inspection Agreement

Summerville, SC 29485 (Phone: 843-801-4098 or email: APAHomeInspection@yahoo.com)

Address of the Property to be inspected: _____

Square Footage _____ Number of bedrooms _____ Number of bathrooms _____

Age of the property to be inspected _____

Client's Name: _____

Phone Number: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Email address: _____

Realtor name and phone number: _____

Attorney name and Closing Date: _____

This agreement is made between and entered by W.M. Carpenter, CPI of APA Home Improvement & Inspections, LLC hereinafter referred to as "Inspector" and the above-mentioned customer(s) hereinafter referred to as "Client." In consideration of the promise and terms of this agreement, Inspector and client agrees 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's fees and reasonable compensation for the loss of time that may be incurred by Inspector because 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, per the INTERNACHI and 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 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.

The areas of the home to be inspected will be the landscape, foundation, crawl space, basement, HVAC system, roofing, attic, exterior/ interior, doors and windows, electrical, and plumbing. Major, Minor, and Safety concerns should be further evaluated by a structural engineer and/or a licensed residential builder.

Client understands the inspection Fees are *not* contingent on the final sale of the home. Fees for the inspection report are due on the day of the inspection or on the same calendar day that the inspection report was submitted to the client and /or realtor. There will be a \$50 per day fee for everyday that payment is not received for the inspection report.

Client understands that all major credit and debit cards are accepted through online methods of payment (*Square or Pay Pal*). No out of state personal checks will be accepted. There is a \$35 fee for all returned checks. **All checks or money orders should be written out to APA Home Improvement & Inspections, LLC.**

Client understands that this is NOT an Engineer's inspection/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 certification for past or present government codes or regulations of any kind. This inspection is not intended to be technically exhaustive. This 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 properties with stucco exteriors. A more comprehensive inspection may be available by engineering firms or other companies. This inspection is intended to discover damages.

Third- Party Indemnification: This inspection and report is not intended for the use or benefit of anyone other than the Client listed above, and Client agrees that 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 because of any third-party demand or claim arising out of the inspection or the report.

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

Client further acknowledges, agrees, and authorizes *APA Home Improvement & Inspections, LLC* to provide their contact information (including telephone number) to a third party service provider ("TSP"), with which *APA Home Improvement & Inspections, LLC* may affiliate with to offer the client additional value-added services. *APA Home Improvement & Inspections, LLC* may in some cases be compensated for making these arrangements to keep inspection prices at a minimum

DISCOVERY OF PROBLEMS: The Client agrees to notify Inspection Company in writing of any complaints or items in question within 14 days of discovery 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 inspection company to re-inspect the items in issue shall mean the Client has waved any claim against the Inspection Company and inspector(s) with respect to that item. If original condition, structure, component, unit or element has changed, removed, worked on, etc... from the original date/time of inspection that changes the inspector's 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 three (3) months after the date of the inspection and this 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 with the report before purchasing the property, that Client understands the terms and conditions herein and that Client agrees to be bound by these terms and conditions and to pay the inspection fee.

Please be reminded that Fees for the inspection are due on the day of inspection or on the same calendar day that the inspection report was submitted to the client or the realtor.

Acceptance and understanding of this agreement are hereby acknowledged:

Client Signature: _____ Date: _____

W. M. Carpenter III, CPI Date: _____

LLR South Carolina Residential

Builders Commission Home Inspector

License # RBI. 48827