



## Alpha Omega Property Inspection Inspection Agreement

THIS AGREEMENT is made and entered into by and between Alpha Omega Property Inspection, referred to as “Inspector”, and \_\_\_\_\_, referred to as “Client”.

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of \$\_\_\_\_\_ for the inspection of the “Property”, located at\_\_\_\_\_.
2. The Inspector will perform a visual inspection and provide a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.
3. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; non built-in household appliances; humidifiers; paint, wallpaper and other decorative treatments; fencing; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; HVAC system accessories or auxiliary heating units including gas logs; solar heating systems; sprinkling systems; water softener; central vacuum; telephone, intercom or cable TV systems; antennae, lightning arrestors, trees or plants; governing codes, ordinances, statutes and covenants and manufacturer specifications. Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.
4. The Client is required to inform the Inspector of any and all past and current known defects and/or past inspections performed, whether by a home inspector, pest control company, structural engineer or other entity. The Client is further required to inform the Inspector of the history of all known structural problems, regardless of repair and/or natural or man made disasters occurring within the home (fire, flood, roof leaks, pipe bursts, etc.). Failure to disclose such information will indemnify and hold harmless the Inspector from any further claims.
5. The parties agree that the “Wisconsin Standards of Practice” (the “Standards”) shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein.
6. The parties understand and agree that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any reported and unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature.

7. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
8. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
9. This Agreement, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
10. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.
11. All fees are due upon delivery of inspection report, whether by hard copy or electronic transmission unless other arrangements have been made in writing. In the event alternate payment arrangements are made and the client fails to comply with the payment arrangement, then a late fee of \$35 per month (month = 30 days) will be assessed following client's default in payment. Client agrees to pay all attorney's fees, and costs incurred to collect any past due payments and late fees.
12. The Inspection will not include an appraisal of the value of the property or a survey of the premises. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.
13. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component and the Inspector shall be granted a reasonable time to re-inspect the system or component. The Client further agrees that the Inspector is liable only for actual damages arising out of the following combined circumstances: Inspector had a duty to discover the defect and failed to report the item resulting in additional damages to the system or component which could have been prevented had the item been properly reported; and the client was unaware of the defective condition; and the Inspector completely failed to follow the Standards included in the report or otherwise in accordance with State law; and the defective condition existed at the time of the inspection and was not otherwise concealed. Furthermore, any legal action must be brought within two (2) years from the date of the inspection or will be deemed waived and forever barred.

**DEFINITIONS OF REPORT GRADING SYSTEM & COMMENTS**

1. **Apparent Condition:** Systems and components are rated as follows:

**IN = INSPECTED** - Indicates the component or area was inspected and is functionally consistent with its original purpose but might show signs of normal wear and tear, or age.

**NI = NOT INSPECTED** – Indicates that component was not available for inspection or could not be inspected. If critical to the home purchase decision, recommend subsequent follow-up by a licensed and qualified tradesperson prior to closing.

**NP = NOT PRESENT** – Indicates that the component was not present or could not be located for inspection.

**RR = repair/replace** - Indicates the component will probably require repair or replacement, consistent with normal maintenance expectations considering age of home and normal wear and tear.

2. **Installed systems and components:** structural components; exterior; interior; roofing; plumbing; built-in appliances: electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.

3. **Readily accessible systems and components:** only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility, or could require the inspector to perform an unsafe or potentially hazardous act.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. Client acknowledges receipt of the standards of practice, which applies.

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

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

Client Street Address (current): \_\_\_\_\_ Client Present: Yes No

City/State/Zip: \_\_\_\_\_

Agent present: Yes  No Agent’s Name: \_\_\_\_\_

Inspector’s Signature \_\_\_\_\_ Date: \_\_\_\_\_

Client agrees to release reports to seller/buyer/Realtor®:  Yes  No