



Alabama License # HI-4342

# HomeTech Inspections, LLC

325 Kilkerran Lane Pelham, Alabama 35124  
Phone: 205-352-9333  
www.hometechinspectionsllc.com



NACHI ID #NACHI18071938

## Residential Pre-Inspection Agreement

Client(s): \_\_\_\_\_ Client Email Address: \_\_\_\_\_

Client Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

HomeTech Inspections, LLC hereinafter known as the **INSPECTOR**, agrees to conduct a residential home inspection for the **CLIENT** for the purpose of informing the **CLIENT** of major deficiencies in the condition of the major systems, according to the Standards of Practice adopted by the State of Alabama, with respect to the subject property located at the address:

Subject Property Address: \_\_\_\_\_ City: \_\_\_\_\_ State: Alabama Zip: \_\_\_\_\_

The resulting written Inspection Report is the property of the INSPECTOR AND CLIENT. Transfer of the written report to any other persons or company does not change the fact that the original inspection agreement was between the INSPECTOR and CLIENT.

**This inspection of the subject property shall be performed by the INSPECTOR for the CLIENT in accordance with the State of Alabama Standards of Practice for Home Inspection (attached to this agreement as pages 2 through 4), referenced by the Alabama Building Commission. You are encouraged to read this agreement in full and communicate questions and concerns prior to the scheduled time of the inspection in order to gain an understanding of the scope and intent of the planned Home Inspection. By initialing in the space provided \_\_\_\_\_, you acknowledge that you were encouraged to read the Pre-Inspection Agreement in full and have had ample time to communicate questions and concerns prior to the scheduled time of inspection.**

The purpose of this inspection is to identify and disclose visually observable major deficiencies of the inspected systems present at the time of the inspection only. Detached Structures, Low Voltage Lighting Systems and Sprinkler Systems are NOT included in the scope of this residential inspection unless agreed by the INSPECTOR and CLIENT in advance of the scheduled inspection and negotiated as an agreement and fee separate from that of the Residential Home Inspection.

Specialized testing for Mold and the presence of Radon Gas is not in-scope of this residential inspection. Mold testing and/or Radon testing can be arranged and negotiated as an agreement and fee separate from that of the Residential Home Inspection.

AS DETAILED IN THE STANDARD OF PRACTICE FOR HOME INSPECTION, THIS INSPECTION IS NOT TECHNICALLY EXHAUSTIVE NOR IS THE INSPECTION A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED AND THE INSPECTION SHOULD NOT BE RELIED ON AS SUCH. The INSPECTOR shall not be held responsible or liable for any repairs or replacements with regards to this property, systems, components or contents therein. The INSPECTOR is neither a guarantor or insurer.

The inspection and resulting report do not address and are not intended to address code and regulation compliance, the presence of wood destroying insects, the possible presence of or danger from asbestos, lead paint, urea formaldehyde, soil contamination and other indoor and outdoor substances. The CLIENT is urged to contact a competent specialist if information, identification or testing for the above mentioned is desired.

The inspection service is conducted at the subject property identified in this agreement. The on-site inspection of the subject property is a valuable opportunity for exchange of information between the INSPECTOR and the CLIENT. The CLIENT is encouraged to attend and communicate specific concerns to the INSPECTOR prior to the start of and during the inspection. While the written report will serve to communicate information, the report will not fully substitute for the presence of the CLIENT during the inspection.

In the event of a claim against the INSPECTOR, the CLIENT agrees to supply the INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release the INSPECTOR and its agents from any and all obligations. ANY AND ALL CLAIMS AGAINST THE INSPECTOR SHALL BE LIMITED TO THE COST OF THE INSPECTION. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. In the event the client fails to prove any adverse claims against the INSPECTOR in a court of law, the CLIENT agrees to pay all legal costs, expenses and fees of the INSPECTOR in defending said claims.

If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This agreement represents the entire understanding between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. The CLIENT shall have no cause of action against the INSPECTOR after one year from the date of the inspection. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

**As the CLIENT, you are signing on behalf of all other CLIENTS, if more than one, and you represent that you are authorized to do so. Your signature as the CLIENT acknowledges that you, the CLIENT, have received a copy of this agreement and you have carefully read and agree to the terms provided in this agreement.**

(CLIENT Signature) \_\_\_\_\_

(DATE) \_\_\_\_\_



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# Standard of Practice for Home Inspection

## STRUCTURAL COMPONENTS

The inspector shall inspect structural components including the foundation and framing.

**The inspector shall describe** the methods used to inspect under-floor crawlspaces and attics, the foundation, the floor structure, the wall structure, the ceiling structure and the roof structure.

**The inspector is NOT required to** provide engineering or architectural services or analysis, offer an opinion about the adequacy of structural systems and components, enter under-floor crawlspace areas that have less than 24 inches of vertical clearance between components and the ground or that have an access opening smaller than 16 inches by 24 inches or traverse attic load-bearing components that are concealed by insulation or by other materials.

## EXTERIOR

**The inspector shall inspect** wall coverings, flashing, trim, exterior doors, attached and adjacent decks, balconies, stoops, steps, porches, and their associated railings, eaves, soffits, fascia where accessible from the ground level.

**The inspector shall inspect** vegetation, grading, surface drainage, adjacent and entryway walkways, patios, and driveways and retaining walls that are likely to adversely affect the building.

**The inspector is NOT required to inspect** screening, shutters, awnings, fences, boundary walls, seawalls, break-walls, docks and similar structures.

**The inspector is NOT required to inspect** geological soil conditions or erosion control and earth stabilization measures.

**The inspector is NOT required to inspect** recreational facilities and similar seasonal accessories or outbuildings other than garages and carports.

## ROOFING

**The inspector shall inspect** roofing materials, roof drainage systems, flashing, skylights, chimneys, and roof penetrations.

**The inspector shall describe** roofing materials, methods used to inspect the roofing.

**The inspector is NOT required to inspect**, antennas, interiors of vent systems, flues, chimneys that are not readily accessible, other installed accessories.

## PLUMBING

**The inspector shall inspect** interior water supply and distribution systems including fixtures and faucets, interior drain, waste, and vent systems including fixtures, water heating equipment and hot water supply systems, vent systems, flues, chimneys, fuel storage and fuel distribution systems, sewage ejectors, sump pumps, and related piping.

**The inspector shall describe** interior water supply, drain, waste, vent piping materials, water heating equipment including energy source(s) and location of main water and fuel shut-off valves.

**The inspector is NOT required to inspect** clothes washing machine connections, interiors of vent systems, flues, and chimneys that are not readily accessible, wells, well pumps, water storage related equipment, water conditioning systems, solar, geothermal, and other renewable energy water heating systems, manual and automatic fire extinguishing and sprinkler systems, landscape irrigation systems, septic and other sewage disposal systems.

**The inspector is NOT required to determine** whether water supply and sewage disposal are public or private, water quality, the adequacy of combustion air components measure water supply flow and pressure, well water quantity or fill shower pans and fixtures to test for leaks.

## ELECTRICAL

**The inspector shall inspect** the service drop, service entrance conductors, cables, raceways, service equipment and main disconnects, service grounding, interior components of service panels and subpanels, conductors, overcurrent protection devices, a representative number of installed lighting fixtures, switches, and receptacles, ground fault circuit interrupters and arc fault circuit interrupters.

**The inspector shall describe** amperage rating of the service, location of main disconnect(s) and subpanels, presence or absence of smoke alarms and carbon monoxide alarms and the predominant branch circuit wiring method.

**The inspector is NOT required to inspect** remote control devices, low voltage wiring systems and components, ancillary wiring systems and components not a part of the primary electrical power distribution system, solar, geothermal, wind, and other renewable energy systems.

**The inspector is not required to** test smoke and carbon monoxide alarms, security systems, and other signaling and warning devices, determine the age and type of smoke alarms and carbon monoxide alarms or measure amperage, voltage, and circuit impedance.



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## Standard of Practice for Home Inspection (continued)

### HEATING

**The inspector shall open readily openable access panels to inspect** installed heating equipment, vent systems, flues, chimneys and distribution systems.

**The inspector shall describe** energy source(s) and heating systems.

**The inspector is NOT required to inspect** interiors of vent systems, flues, and chimneys that are not readily accessible, heat exchangers, humidifiers, dehumidifiers, electric air cleaning and sanitizing devices, heating systems using ground-source, water-source, solar, and renewable energy technologies, heat-recovery and similar whole-house mechanical ventilation systems.

**The inspector is NOT required to determine** heat supply adequacy, distribution balance or the adequacy of combustion air components.

### AIR CONDITIONING

**The inspector shall open readily openable access panels to inspect** central and permanently installed cooling equipment and distribution systems.

**The inspector shall describe** energy source(s) and cooling systems.

**The inspector is NOT required to inspect** electric air cleaning and sanitizing devices, cooling units that are not permanently installed or that are installed in windows, cooling systems using ground-source, water-source, solar, and renewable energy technologies.

**The inspector is NOT required to determine** cooling supply adequacy and distribution balance.

### INTERIORS

**The inspector shall inspect** walls, ceilings, floors, steps, stairways, railings, countertops, a representative number of installed cabinets, a representative number of doors and windows, garage vehicle doors and garage vehicle door operators, installed ovens, ranges, surface cooking appliances, microwave ovens, dishwashing machines, and food waste grinders by using normal operating controls to activate the primary function.

**The inspector is NOT required to inspect** paint, wallpaper, and other finish treatments, floor coverings, window treatments, coatings on and the hermetic seals between panes of window glass, central vacuum systems, recreational facilities, installed and free-standing kitchen and laundry appliances not listed in Item 6.

**The inspector is NOT required to inspect** appliance thermostats including their calibration, adequacy of heating elements, self-cleaning oven cycles, indicator lights, door seals, timers, clocks, timed features, and other specialized features of the appliance or operate or confirm the operation of every control and feature of an inspected appliance.

### INSULATION AND VENTILATION

**The inspector shall inspect** insulation, vapor retarders in unfinished spaces, ventilation of attics and foundation areas, kitchen, bathroom, laundry, and similar exhaust systems.

**The inspector shall describe** insulation and vapor retarders in unfinished spaces, absence of insulation in unfinished spaces at conditioned surfaces.

**The inspector is NOT required to** disturb insulation.

### FIREPLACES AND FUEL-BURNING APPLIANCES

**The inspector shall inspect** fuel-burning fireplaces, stoves, fireplace inserts, fuel-burning accessories installed in fireplaces, chimneys and vent systems.

**The inspector shall describe** fuel-burning fireplaces, stoves, fireplace inserts, fuel-burning accessories installed in fireplaces and chimneys and vent systems.

**The inspector is NOT required to inspect** interiors of vent systems, flues, and chimneys that are not readily accessible, fire screens, doors, seals, gaskets, automatic fuel feed devices, mantles and fireplace surrounds, combustion air components and to determine their adequacy, heat distribution assists (gravity fed and fan assisted) and fuel-burning fireplaces and appliances located outside the inspected structures.

**The inspector is NOT required to determine** draft characteristics.

**The inspector is not required to** move fireplace inserts and stoves or firebox contents.



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## GENERAL LIMITATIONS AND EXCLUSIONS

### General limitations

1. The inspector is NOT required to perform actions, or to make determinations, or to make recommendations not specifically stated in this Standard.
2. Inspections performed using this Standard
  - A. are not technically exhaustive.
  - B. are not required to identify and to report concealed conditions, latent defects, consequential damages, and cosmetic imperfections that do not significantly affect a component's performance of its intended function.
3. This Standard applies to buildings with four or fewer dwelling units and their attached and detached garages and carports.
4. This Standard shall not limit or prevent the inspector from meeting state statutes which license professional home inspection and home inspectors.
5. Redundancy in the description of the requirements, limitations, and exclusions regarding the scope of the home inspection is provided for emphasis only.

### General Exclusions

#### A. The inspector is NOT required to determine:

1. the condition of systems and components that are not readily accessible.
2. the remaining life expectancy of systems and components.
3. the strength, adequacy, effectiveness, and efficiency of systems and components.
4. the causes of conditions and deficiencies.
5. methods, materials, and costs of corrections.
6. future conditions including but not limited to failure of systems and components.
7. the suitability of the property for specialized uses.
8. compliance of systems and components with past and present requirements and guidelines (codes, regulations, laws, ordinances, specifications, installation and maintenance instructions, use and care guides, etc.).
9. the market value of the property and its marketability.
10. the advisability of purchasing the property.
11. the presence of plants, animals, and other life forms and substances that may be hazardous or harmful to humans including, but not limited to, wood destroying organisms, molds and mold-like substances.
12. the presence of environmental hazards including, but not limited to, allergens, toxins, carcinogens, electromagnetic radiation, noise, radioactive substances, and contaminants in building materials, soil, water, and air.
13. the effectiveness of installed systems and methods used to control or remove suspected hazardous plants, animals, and environmental hazards.
14. operating costs of systems and components.
15. acoustical properties of systems and components.
16. soil conditions relating to geotechnical or hydrologic specialties.
17. whether items, materials, conditions and components are subject to recall, controversy, litigation, product liability, and other adverse claims and conditions.

#### B. The inspector is NOT required to:

1. offer or to perform acts or services contrary to law or to government regulations.
2. to perform architectural, engineering, contracting, or surveying services or to confirm or to evaluate such services performed by others.
3. to perform trades or professional services other than home inspection.
4. warranties or guarantees.



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### GENERAL LIMITATIONS AND EXCLUSIONS (continued)

**C. The inspector is NOT required to operate:**

1. systems and components that are shut down or otherwise inoperable.
2. systems and components that do not respond to normal operating controls.
3. shut-off valves and manual stop valves.
4. automatic safety controls.

**D. The inspector is NOT required to enter:**

1. areas that will, in the professional judgment of the inspector, likely be dangerous to the inspector or to other persons, or to damage the property or its systems and components.
2. under-floor crawlspaces and attics that are not readily accessible.

**E. The inspector is NOT required to inspect:**

1. underground items including, but not limited to, underground storage tanks and other underground indications of their presence, whether abandoned or active.
2. items that are not installed.
3. installed decorative items.
4. items in areas that are not entered in accordance with Item D5.
5. detached structures other than garages and carports.
6. common elements and common areas in multi- unit housing, such as condominium properties and cooperative housing.
7. every occurrence of multiple similar components.
8. outdoor cooking appliances.

**F. The inspector is NOT required to:**

1. perform procedures or operations that will, in the professional judgment of the inspector, likely be dangerous to the inspector or to other persons, or to damage the property or its systems or components.
2. describe or report on systems and components that are not included in this Standard and that were not inspected.
3. move personal property, furniture, equipment, plants, soil, snow, ice, and debris.
4. dismantle systems and components, except as explicitly required by this Standard.
5. reset, reprogram, or otherwise adjust devices, systems, and components affected by inspection required by this Standard.
6. ignite or extinguish fires, pilot lights, burners, and other open flames that require manual ignition.
7. probe surfaces that would be damaged or where no deterioration is visible or presumed to exist.



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### GLOSSARY OF TERMS

**Automatic Safety Controls** - Devices designed and installed to protect systems and components from unsafe conditions

**Component** - A part of a system

**Decorative** - Ornamental; not required for the proper operation of the essential systems and components of a home

**Describe** - To identify (in writing) a system and component by its type or other distinguishing characteristics

**Dismantle** - To take apart or remove components, devices, or pieces of equipment that would not be taken apart or removed by a homeowner in the course of normal maintenance

**Engineering** - The application of scientific knowledge for the design, control, or use of building structures, equipment, or apparatus

**Further Evaluation** - Examination and analysis by a qualified professional, tradesman, or service technician beyond that provided by a home inspection

**Home Inspection** - The process by which an inspector visually examines the readily accessible systems and components of a home and describes those systems and components using this Standard

**Inspect** - The process of examining readily accessible systems and components by (1) applying this Standard, and (2) operating normal operating controls, and (3) opening readily openable access panels

**Inspector** - A person hired to examine systems and components of a building using this Standard

**Installed** - Attached such that removal requires tools

**Normal Operating Controls** - Devices such as thermostats, switches, and valves intended to be operated by the homeowner

**Readily Accessible** - Available for visual inspection without requiring moving of personal property, dismantling, destructive measures, or actions that will likely involve risk to persons or property

**Readily Openable Access Panel** - A panel provided for homeowner inspection and maintenance that is readily accessible, within normal reach, can be opened by one person, and is not sealed in place

**Recreational Facilities** - Spas, saunas, steam baths, swimming pools, exercise, entertainment, athletic, playground and other similar equipment, and associated accessories

**Representative Number** - One component per room for multiple similar interior components such as windows and electric receptacles; one component on each side of the building for multiple similar exterior components

**Roof Drainage Systems** - Components used to carry water off a roof and away from a building

**Shut Down** - A state in which a system or component cannot be operated by normal operating controls

**Structural Component** - A component that supports non-variable forces or weights (dead loads) and variable forces or weights (live loads)

**System** - A combination of interacting or interdependent components, assembled to carry out one or more functions

**Technically Exhaustive** - An investigation that involves dismantling, the extensive use of advanced techniques, measurements, instruments, testing, calculations, or other means

**Under-floor Crawlspace** - The area within the confines of the foundation and between the ground and the underside of the floor

**Unsafe** - A condition in a readily accessible, installed system or component that is judged by the inspector to be a significant risk of serious bodily injury during normal, day-to-day use; the risk may be due to damage, deterioration, improper installation, or a change in accepted residential construction practices

**Wall Covering** - A protective or insulating layer fixed to the outside of a building such as: aluminum, brick, EIFS, stone, stucco, vinyl, and wood

**Wiring Method** - Identification of electrical conductors or wires by their general type, such as non-metallic sheathed cable, armored cable, and knob and tube, etc.