

# American Building Inspections, Inc.

6928 Weatherby Drive, Mentor, Ohio 44060 • (440) 951-1655

Property Location

Name \_\_\_\_\_ Client

Address \_\_\_\_\_

City \_\_\_\_\_

State, Zip Code \_\_\_\_\_

Phone \_\_\_\_\_

Realtor: \_\_\_\_\_

Others: \_\_\_\_\_

Inspector: JAY WOMACK

This is our report of a visual inspection/survey of the conditions and readily accessible areas of this PROPERTY, in accordance with the terms and conditions contained in the PRE-INSPECTION AGREEMENT, which is a part of this Report and incorporated herein. Please read the REMARKS printed on each page and call us for an explanation of any aspect of this Report, written or printed, which you do not fully understand prior to title transfer. All utilities and systems should be on at the time of inspection. Re-inspections are done at an additional charge! This agreement is only between American Building Inspections, Inc. and the client. It is not intended to be relied upon by any third party and is non-assignable. \_\_\_\_\_ CLIENT INTIALS

Inspection date \_\_\_\_\_ Weather \_\_\_\_\_ Outside Temp \_\_\_\_\_ Estimated age \_\_\_\_\_  
 New  Pre-Owned  Single Family  Condominium  Multi-Family  Commercial  Other \_\_\_\_\_

## PRE-INSPECTION AGREEMENT

(PLEASE READ CAREFULLY)

American Building Inspections, Inc. agrees to conduct a visual inspection/survey for the purpose of alerting the CLIENT to major defects and deficiencies in the condition of the property. The inspection/survey and report are performed and prepared for the sole, confidential and exclusive use and possession of the CLIENT. The written report will include the following only:

- structural condition
- electrical, plumbing, hot water heater, heating and air conditioning • temperature permitting
- quality and condition of major systems
- basement or crawl space if accessible
- general interior (accessible and visible areas)
- ventilation and visible insulation
- general exterior, including roof, gutter, chimney, drainage, grading
- kitchen and baths

It is understood and agreed that this inspection/survey will be of readily accessible areas of the building/property and is limited to visual observations of apparent conditions existing at the time of the inspection/survey only. Latent and concealed defects and deficiencies are excluded from the inspection/survey; equipment, items and systems will not be dismantled, nor will furniture, appliances or storage be moved to conduct this inspection.

We do not inspect or survey the common areas or recreational facilities of condominiums. Please review your association agreement.

Maintenance and other items may be discussed, but they are not a part of our inspection/survey. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

The Inspection/survey and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to radon gas, lead paint, asbestos, urea formaldehyde, mold, fungus, airborne particulates, mildew and toxic or flammable chemicals. Also excluded are inspections and reports on swimming pools, wells, septic systems, security systems, cosmetic surfaces, central vacuum systems, water softeners, sprinkler systems, detached buildings, recreational facilities, standing appliances and the presence or absence of rodents, termites and other insects. Municipal and private water and sewer systems are excluded.

THE PARTIES AGREE THAT AMERICAN BUILDING INSPECTIONS, INC. AND ITS AGENTS, ASSUME NO LIABILITY OR RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECTS OR DEFICIENCIES, EITHER CURRENT OR ARISING IN THE FUTURE, OR FOR ANY PROPERTY DAMAGE, CONSEQUENTIAL DAMAGE OR BODILY INJURY OF ANY NATURE. THE INSPECTION/SURVEY AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. IT IS UNDERSTOOD AND AGREED THAT SHOULD AMERICAN BUILDING INSPECTIONS, INC. AND/OR ITS AGENTS OR EMPLOYEES BE FOUND LIABLE FOR ANY LOSS OR DAMAGES RESULTING FROM A FAILURE TO PERFORM ANY OF ITS OBLIGATIONS, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE, THEN THE LIABILITY OF AMERICAN BUILDING INSPECTIONS, INC. OR ITS AGENTS OR EMPLOYEES, SHALL BE LIMITED TO A SUM NO GREATER THAN TWICE THE AMOUNT OF THE FEE PAID BY THE CLIENT FOR THE INSPECTION/SURVEY AND REPORT. AMERICAN BUILDING INSPECTIONS, INC. ASSUMES NO LIABILITY FOR ANY REMARKS OR RECOMMENDATIONS CONTAINED HEREIN, OR ANY ACTIONS ON THE PART OF THE CLIENT IN RELIANCE ON THIS REPORT. THIS REPORT IS FOR THE EXCLUSIVE USE OF THE CLIENT, AND AMERICAN BUILDING INSPECTIONS, INC. ASSUMES NO THIRD PARTY LIABILITY. PAYMENT IS DUE UPON COMPLETION OF THE INSPECTION REPORT. RE-INSPECTIONS ARE DONE AT AN ADDITIONAL CHARGE!

ALL INSPECTIONS/SURVEYS ARE PERFORMED ACCORDING TO AMERICAN BUILDING INSPECTIONS, INC. POLICIES AND PROCEDURES AND THE AMERICAN SOCIETY OF HOME INSPECTORS STANDARDS OF PRACTICE®. A COPY IS AVAILABLE UPON REQUEST.

ARBITRATION PROVISION: - ANY DISPUTE BETWEEN THE PARTIES SHALL BE SETTLED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION. THE STANDARDS OF PRACTICE OF THE AMERICAN SOCIETY OF HOME INSPECTORS SHALL BE THE STANDARDS USED TO ARBITRATE ANY DISPUTE.

RIGHT OF REINSPECTION: THE CLIENT GUARANTEES AMERICAN BUILDING INSPECTIONS, INC. OR ITS AGENTS THE RIGHT TO EXAMINE OR REINSPECT ANY DISPUTE PRIOR TO ANY REPAIRS AND/OR REPLACEMENTS BEING MADE.

DISPUTES: ANY DISPUTES MUST BE PRESENTED IN WRITING TO AMERICAN BUILDING INSPECTIONS, INC. WITHIN 180 DAYS OF THE DATE OF INSPECTION. AMERICAN BUILDING INSPECTIONS, INC. WILL ASUME NO LIABILITY FOR ANY DISPUTES PRESENTED 180 DAYS OR MORE AFTER DATE OF INSPECTION.

IN THE EVENT THAT ANY PORTION OR PROVISION OF THIS AGREEMENT IS DEEMED TO BE IN VIOLATION OF APPLICABLE LAW OR OTHERWISE UNENFORCEABLE, THE PARTIES TO THE AGREEMENT STIPULATE THAT THE REMAINDER OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

Acceptance and understanding of this agreement are hereby acknowledged: American Building Inspection, Inc.:

\_\_\_\_\_  
CLIENT/RESPONSIBLE PARTY Date Time

Agent for American Bldg Inspections, Inc. Date Time

\_\_\_\_\_  
CLIENT/RESPONSIBLE PARTY Date Time

Total Fee \$ \_\_\_\_\_  Check  Cash  Bill Client  Client will mail payment  Other

Disclosures: \_\_\_\_\_  Not Provided

I/we do not know of any Defects or Deficiencies, nor am I/we aware of any past or present conditions that exist other than those stated in the disclosures above and/or Ohio Residential Property Disclosure form.

\_\_\_\_\_  
Seller/Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time