# Agreement

**GERALD SIMMONS & ASSOCIATES** 2312 Clairmont Rd. NE, Atlanta, GA 30329
Ph: 770-435-0151, Fax 404-728-8760, Email jerry@simminspect.com

Inspect property address: _____

City_____ Zip_____

Client _____Client_____

The client(s) shall pay GERALD SIMMONS & ASSOCIATES the sum of $_____ (fill in blank) before the close of business on the day of the inspection. Pay online: http://www.simminspect.com/pay_now.html

## PRE-INSPECTION AGREEMENT

(PLEASE READ CAREFULLY)

**Gerald Simmons & Associates** (the company) shall perform a visual inspection of the readily accessible systems and components and provide objective information regarding the condition of observed systems and components as they existed at the time of this home inspection. Home inspection is defined as a process by which the inspector visually examines the readily accessible systems and components of a home and describes those systems and components in accordance with the Standards of Practice published by the American Society of Home Inspectors.
A copy of the most recent standards is located at: http://www/homeinspector.org/standards/default.aspx

**Gerald Simmons & Associates** will report those systems and components inspected that, in the professional judgment of the inspector, are not functioning properly, significantly deficient, unsafe, or are near the end of their service lives. The inspector will make recommendations to correct, or monitor for future correction, the deficiencies reported or items needing further evaluation. Inspector is NOT required to determine methods, materials, or costs of corrections. The Inspector will provide reasoning or explanation as to the nature of the deficiencies reported that are not self-evident and the inspector will report systems and components designated for inspection in the Standards of Practice that were present at the time of the home inspection but were **not inspected** and the reason(s) they were not inspected.

The inspection is limited to readily accessible areas. No disassembly of equipment or activating equipment that is shut down will be performed. No opening of walls, moving of furniture, appliances, stored items, walking on roof, or excavation will be performed. Concealed or inaccessible conditions may not be exposed. The inspector may not be able to detect problems or defects that have been concealed or camouflaged. Systems and conditions that are not within the scope of this inspection include, but are not limited to: environmental hazards (e.g., lead paint, formaldehyde, toxic or flammable materials, asbestos, radon); pest infestation; portable appliances (e.g., washers, dryers, window air-conditioners); security systems; fire or lawn sprinkler during winter months or drought conditions; swimming pools; spas; tennis courts; playground or other recreational or leisure appliances; efficiency or performance evaluation of equipment or systems; solar heating systems; intercoms, timers, or audio equipment; below ground septic or drainage systems; water wells; zoning ordinances; building code conformity; or any items considered cosmetic in nature. Any general comments about these systems and conditions are informational only and **do not** represent an inspection.

The report is for the exclusive use of the client. **Gerald Simmons & Associates** will **not** discuss the report with other parties without the written permission of the client.

## UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY

(PLEASE READ CAREFULLY)

It is understood and agreed that the company is not an insurer and that the inspection and report are not intended or to be construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The CLIENT hereby releases and exempts the company and its inspectors, who are independent contractors (not employees) of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, or personal injury of any nature.

In the event the company and/or its contractors are found liable due to breach of contract, breach of warranty, negligence, negligent misrepresentation, negligent hiring or any other theory of liability, then the liability of the company and its agents and employees shall be limited to a liquidated damages sum equal to the total fee paid by the client for this report and applicable Georgia Code as it pertains to Contract law. The client MUST, within reason, inform the company and allow inspection by an authorized representative, prior to repairing any item in question. Failure to do so will forfeit all rights against the company regarding the item in question.

Acceptance and understanding of this agreement are hereby acknowledged:

_____ /_____/ _____ /_____/

Client or representatives signature Date Client or representatives signature Date

**(Please down load, print, sign, and fax the form to 404-728-8760)**