

**INSPECTION AGREEMENT**

**THIS IS A LEGALLY BINDING CONTRACT THAT ALSO LIMITS OUR LIABILITY - PLEASE READ CAREFULLY.**

<b>Client:</b> John Doe	<b>Date:</b> 03/12/2019
<b>Address:</b> 1234 N Sample Dr. - 85710	<b>Time:</b> 12:00 PM
<b>Realtor:</b> Jane Doe - Realty Company	<b>Fee:</b> \$ 00.00

**PURPOSE AND SCOPE OF INSPECTION:** To provide the client with a better understanding of the property condition, as observed at the time of the inspection. The inspector will perform a limited visual inspection of certain readily accessible items in the primary home/building and primary parking structure and provide the Client and their Realtor with a written report. The report will describe the visual conditions and identify obvious "major" deficiencies of the buildings. Structural Components; Exterior; Roofing; Attic; Crawl Spaces; Plumbing; Built-in kitchen Appliances; Heating; Cooling; Electrical; Interior; Insulation and Ventilation; This inspection is limited to certain items and does not report on every aspect of the property, also some items are randomly checked. The Inspection will be performed in accordance with The Arizona Chapter of the American Society of Home Inspectors "Standards of Professional Practice". A copy of which you should read prior to accepting our services is provided with this agreement, available upon request or viewable on line at azashi.org.

**VISUAL INSPECTION ONLY:** Inspection is limited to items within the scope of the inspection that is visible and readily accessible at time of inspection. Inspector does not move furniture, personal items, ceiling tiles, insulation, vegetation, etc. which may impede access or limit visibility. All utilities and pilots must be on and equipment in operational condition - the inspector is not required to turn things on that are shut down or disconnected, not operable by normal controls, unplugged, not operable due to weather, do destructive measures, dismantle items, or deemed by the Inspector to likely involve risk to person or property. To those items not examined, have defects or deficiencies which are latent or concealed, or multiple identical components not randomly checked - no opinion is passed as these are excluded from the inspection.

**A GENERAL INSPECTION DOES NOT INCLUDE THE FOLLOWING:** whether or not concealed, In addition the limits above are incorporated.

- ▶ Radon, formaldehyde, mold/fungus, lead, water pollutants, sick building syndrome, asbestos, electromagnetic fields, fire resistive qualities, acoustical or other nuisance characteristics, Toxic or flammable chemicals. Soil stability / air / water / noise evaluations, Presence / damage caused by termites, pest, rodents, dry rot fungus.
- ▶ Private wells, Septic systems; Rain water storage systems; Water conditioners, Circulating devices, Reverse osmosis; Solar water heating systems; Non visible gas, water and drain pipes; Fire sprinkler systems; Steam baths; Saunas; Shower pans; Sink/tub overflows; Washing machine; Washing machine drain lines and drainage; Dryers; Pressure testing of gas piping system; Gas leaks; Gas, water or any other shut-off valves; Determination of public or private water supply and waste disposal systems; Ejector pumps for rain or waste, Notification of product recalls, defects, or similar notices.
- ▶ Remote control devices; low voltage wiring, Ancillary wiring systems and components such as telephone, cable, speaker, TV, Audio / intercoms / alarms, motion / sensor lights, security/ display lighting, remote controls, automatic timer controls, Measure amperage, voltage, or impedance.
- ▶ Antennae; Roofs or areas not accessible from a 14-foot ladder; Attic's with insulation that covers wood and makes walking dangerous; Disturbance of insulation.
- ▶ Landscape lighting, Irrigation/drip systems; Outdoor barbecue's and kitchens; Fire pits; Fences/ block walls/ gates; Automatic gates; Intermittent occurrences, Flood potential determination; Water falls; Fountains; Ponds; Mist systems; Landscaping, Spas, saunas, steam baths, swimming pools, exercise equipment, putting greens, entertainment items, playground equipment, etc.; Non visible foundations, Detached structures / buildings (except primary garage or carport); Condition of Paint, Wall paper, Stains, Water Proffers / Sealers; Screening, shutters, awnings, Crawl spaces, attics with less than 24 inches of clearance.
- ▶ Central vacuum systems; Free-standing kitchen appliances, self cleaning settings, clocks or timers, work and cleaning efficiencies.; Cosmetic items; Floor coverings, Carpet, Window coverings (blinds, draperies, etc.); Elevators, lifts or dumbwaiters, Adequacy or efficiency of any system or prediction of life expectancy
- ▶ Flues or chimneys not visible; humidifier or dehumidifier; electronic air filter; Solar heating system; Heat supply adequacy, efficiency or distribution balance; Heat exchangers, Window / Wall Air conditioning units, gas fired cooling systems, Determination of draft characteristics.
- ▶ Engineering analysis of structural; Value appraisal, insurability, cost estimates; Permit research, validation, building code or zoning violations; Compliance for past or present building codes; Verification of compliance of installation guidelines; The causes of any deficiency; Any system or component not listed in the "Standards of Practice" of the Arizona Board of Technical Registration requirements; Any item noted as being excluded in the inspection report.

**SPECIAL REQUEST for ABOVE ITEMS:** This is not intended to limit the Client to items that are out of the scope of a General inspection. If you have a specific concern about something, the Inspection Company may be able to inspect those items when possible for an additional Fee. Or you can have them inspected by a qualified experienced professional prior to closing. In addition to these identified herein or excluded systems and components from the inspection. Should we, as a courtesy exceed any particle requirement set forth herein in one area, we shall not be obligated or required to exceed the requirements in other areas.

**THIS INSPECTION IS NOT TECHNICALLY EXHAUSTIVE:** which requires specialists, more time, calculations, specialized testing equipment, or skills. An Extensive inspection may find additional or more problems than this General limited visual inspection. Client who wishes a more Extensive / Technically exhaustive inspection should inform the inspector prior to the inspection, and arrange for those services independently.

**COSMETIC, MINOR DEFECTS or DEFICIENCIES:** may be noted or discussed as a courtesy but are not within the required scope of inspection. The inspection report is not to inform you about typical or minor items or tell you what it takes to make a used house / building to be in perfect or like new condition. Remember we are here for "Major" defect items. As to anything else not in the report, the same are outside the scope of the inspection and not opinioned upon by the inspector.

**CLIENT SHOULD FURTHER INVESTIGATE THE PROPERTY'S DEFICIENCIES / CONCERNS:** The client should consult with experienced appropriate licensed repair professionals to further investigate any defects, concerns, or recommendations noted in the report. Client is responsible to do this or otherwise assume all risk for what ever could have been determined from consultation with those experts had client not contacted them as recommended. The inspector's role is a generalists, not a licensed contractor, engineer, or repair person and is not responsible for the advice of other appropriate professionals, experts or consultants.

**WRITTEN REPORT:** The report shall be considered the final and exclusive findings of the inspector regarding the property. Client shall not rely on oral statements made by the inspector prior to issuance of the written report. The report contains the "inspector's opinion" on the condition of items inspected for the benefit of the client. Inspection and report are not intended to make any representation as to the advisability of purchase of the property or suitability for use. Inspector and report is not a party to any clause setting forth the scope of inspection in a selling or purchase agreement.

**AMENDMENTS TO REPORT:** Client agrees that the inspector reserves the right to modify/amend the inspection report within 48 hours from the date of delivery.

**CLIENT SAFETY RESPONSIBILITIES:** Client agrees to be responsible for Client, client representative, family and friends safety, any damages or injuries they incur while on the property. Use of inspector's equipment is prohibited as ladders or equipment can fail at any time due to age, not being set up properly or other causes.

**LIMIT OF LIABILITY:** The maximum liability for any claim arising from the inspection or outside of the inspection is not to exceed the fee paid for the inspection. There will be no recovery for damages or any other relief other than this liquidated remedy. The Inspector assumes no responsibility for damages outside this limitation, whether property, financial or bodily injury or fatality, regardless of the cause. Inspector is not liable for the security and condition of the property and its contents or premises. Inspector has no liability whatsoever for inspection or report not paid by client. Customer agrees to immediately accept a refund of the fee as full and final release settlement of this and any additional claims or liability.

**NOTICE OF CLAIM LIMITATION PERIOD:** In the event of any claim, Client agrees that no claim, legal action or proceeding of any kind can be commenced more than one (1) year from the date of the subject inspection. Notice, to be effective, must be mailed certified mail to the inspectors address shown herein. Failure to initiate a claim within this time period will be concluded as though all statutes of limitations had run; this will be deemed waived and forever barred. CLIENT AGREES TO THESE TERMS THOUGH THE TIME PERIOD MAY BE SHORTER THAN OTHERWISE PROVIDED BY LAW.

**DISPUTE RESOLUTION and REMEDY LIMITATIONS:** If the client has any dispute concerning interpretation of this Agreement or arising from this inspection and report except one for non-payment of inspection fee. It shall be REPORTED IN WRITING and BY PHONE CALL to the inspector within 10 business days of discovery. Only after the inspector has received this written notice and phone call and confirmed it with you, the inspector shall review the area in question within 3 business days in considerations of parties' schedules. Unless there is an emergency - Client agrees that no alterations, repairs, or replacement to the area will be made prior to a reinspection by the inspector. If they are altered or repaired before said notice, re-inspection, and a response, you agree not to hold the Inspection Company or inspector responsible for any claims or payments and this will be deemed waived and forever barred.

**MEDIATION / ARBITRATION:** Any dispute arising out of this agreement shall be determined by final binding, non-appealable arbitration. Each party to such dispute shall select one arbitrator. Within (5) days, including weekends and holidays, after the party demanding arbitration notifies by mail, fax, or email, the opposing party of the dispute, the opposing party shall select an arbitrator and notify demanding arbitration of the selected arbitrator. If the opposing party does not timely select an arbitrator, the party demanding arbitration shall request that a Pima County Superior Court Judge make the selection of the second arbitrator. The opposing party shall not have the right to make that selection after a request is filed with a Pima County Superior Court Judge. The two selected arbitrators shall select one other arbitrator, who shall act as chairperson. If the two arbitrators selected by the parties cannot agree on the third arbitrator within (10) days, either party may request that a Pima County Superior Court Judge make the selection of the third arbitrator. The dispute shall be decided by hearing in Pima County within (30) days of receipt of a written request for arbitration. The arbitrators shall decide the dispute by written award within (5) days of the hearing. The arbitration panel is authorized and shall award the prevailing party all costs and attorney's fees.

**SEVERABILITY:** If any court or arbitrator determines that any word or part of this contract is invalid or unenforceable, the remaining portions shall remain in full force and effect.

**USE BY OTHERS NOT ALLOWED:** The inspection and report are prepared for the sole confidential and exclusive use and possession of the Client. Use or reliance upon the report or our services by any other parties, or for other transactions, is strictly prohibited. All examinations and reports covered by this agreement are void to all others than Client. Unless specifically authorized in writing by inspector, the report may not be circulated to anyone else or entity for material use other than Client or it shall become void. If the report is disclosed or distributed to any person or entity other than the Client, the report is void, and you agree to indemnify, defend and hold A Basic Home Inspections,LLC / Inspectors harmless for any claims or actions based on the services or report brought by a third party.

**NO WARRANTY or GUARANTEE:** Because the inspection is visual only and not technically exhaustive, a risk remains that undiscovered problems exist, that all defects have not been found, and future problems will develop. There is no guarantee or warranty implied regarding the adequacy, performance or condition of the property now and in the future. A Basic Home Inspections,LLC does not pay for repairs of these items.

**INSPECTION FEE:** Is for the "time period reserved" for the Client, not for items inspected. Total fee is due once inspector has arrived at the property whether or not an inspection is performed. Fee is not prorated for # of items inspected. Additional fee is charged for a return visit to inspect any items not inspected now for any reason.

**INSPECTION AGREEMENT / SIGNATURE:** No change or modification shall be enforceable against any party unless such change or modification is agreed to writing and signed by both parties. Each party signing this Agreement warrants and represents to the inspector that he/she has full capacity and complete authority to execute this agreement on their behalf or Client's behalf. If a Client's Representative signs on behalf of the Client, it shall have the same effect as complete preinspection authorization by the Client and fully binds the Client to all the terms, conditions, limitations, exceptions and exclusions in this agreement. This can be signed in counterpart and by fax or mechanical means and it shall be deemed properly signed. Client agrees that it does not matter whether this is signed before, during or after the inspection and report, it shall be binding and will supersede. One signature binds all clients, spouses, family, etc.

**READING AND APPROVAL:** By signing this Agreement, Client acknowledges that they have reviewed and/or read both pages in its entirety and understands and agrees to be bound by all terms and conditions, including (but not limited to) the limitation of liability, Mediation and Arbitration clause, limitations period and legal fees. Client understands this is a "limited visual inspection" of only certain items. To read all pages of the Inspection Report and supplemental information provided. And that the Report will not be released until full payment is made or placed in escrow and this signed agreement is received at the Inspection office.

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Client

*Collin Chmielowski*  
Inspector