

Arizona Home Inspections, LLC

Pre-inspection agreement

Report # Dear Client: _____,

Arizona Home Inspections, LLC, herein after known as the "Inspector", agrees to conduct an inspection for the purpose of informing the client of major deficiencies in the condition of the property located at:

_____. THE WRITTEN REPORT IS THE PROPERTY OF THE INSPECTOR AND THE CLIENT AND SHALL NOT BE USED BY OR TRANSFERRED TO ANY OTHER PERSON OR COMPANY WITHOUT BOTH THE INSPECTOR'S AND THE CLIENT'S WRITTEN CONSENT. Use of this report by a third party is not permitted.

1) The purpose of this inspection is to identify and disclose **visually observable deficiencies of generally acceptable trade practices**. Building plans and specifications are generally not available at the site but for the most part contain references to a building code such as the International Residential Code or the International Building Code. These building codes are the basic tenants of generally acceptable trade practices as codes define a minimum standard of construction practice. Generally acceptable trade practices are not defined by the local building codes, as other industry standards may be included such as manufactures installation recommendations or product guidelines.

2) Plan review as well as Code Compliance, is the responsibility of the local building department. Environmental inspection services are *not* included and are not a part of this building inspection even if mentioned.

3) The liability of the inspector of record and "Inspector" for undetected/undisclosed defects in this inspection and report is limited to a refund of the fee paid. The liability of the inspector's principals, agents, sub-contractors, and employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of undetected/undisclosed defects in this inspection and report. This liability limitation is binding on the Client and Client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through the Client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims, which may arise from this inspection. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of

Construction Arbitration Services, Inc. The decision of the Arbitrator appointed there under should be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.

4) The inspection service is conducted at the property to be inspected. The physical on-site inspection of the property is a valuable time of exchange of information between the Inspector and the Client. Any particular concerns of the Client should be brought to the attention of the Inspector before the inspection begins. The written report cannot substitute for Client's personal presence during the inspection. It is virtually impossible to fully profile any building with a written reporting system. It is understood that unless the customer attends and participates in the inspection process itself, the Client will have no chance of gaining all of the information that is offered by the inspector and our inspection services.

5) The inspector agrees to provide a written report, which substantially covers the generally acceptable trade practices for residential buildings. Receipt of is acknowledged by the customer's signature below, for the sum of \$ _____ dollars to be paid as follows: **upon delivery**. A \$50.00 billing charge may be added to any payment made more than four days past the delivery of the inspection report by fax, e-mail, or U.S. mail, plus the reasonable costs of collection, plus a 3% per month late charge of the unpaid balance. The undersigned customer/agent has read, understands and accepts the terms and conditions of this agreement.

Client _____ Date: _____

Inspector Jack Randall _____ Date: _____

Arizona Home Inspections, LLC

by Jack Randall 6810 N Andrea Doria, AZ 85704 Office/Fax 520-887-2594

Dear Client,

Please sign and return the attached contract for services. An invoice for services rendered will be included with your report. Understand that it is sometimes difficult to get a definite date for an intermediate inspection "Pre-Drywall". It is my suggestion that you contact your sales representative; let him know you have retained my services for the purpose of double-checking the construction process at this most important stage. Ask for the site supervisor's name and phone number. Please ask that you be informed of the intermediate inspection date 48 hours in advance so that I may schedule a trip to the site. Site visits are usually scheduled in the early morning hours so as not to disturb the workers. The builder must schedule an inspection with the county building department for an intermediate inspection, so suggest that they also contact you. Let them know that until a private inspection is made that any covered areas would need to be made visible for inspection. It has been my experience that a good builder would welcome a second set of eyes to evaluate how the subcontractors are performing at the site. Understand that there are limitations to this inspection. Many components of the building are not visible during the inspection and plans may not always be available at the time of the inspection or in advance of the inspection. Plans even if available may or may not be consulted, as this inspection is **not** in any way a "Plan Review". While we can reduce your risk of non-conforming trade practices in the construction of the building, we cannot eliminate it, nor can we assume it. This is not "Code Compliance" inspection or "Plan Review" inspection. This inspection covers the generally acceptable industry trade practices for construction in this geographical area. Acceptable trade practices for the most part are stated in the approved plans and drawings and generally refer to an adopted set of codes for the county in which the structure is being built. It is not possible to be an expert in each and every county as to the codes adhered to and whatever modifications or omissions that the individual counties deemed necessary or practical. Where differing opinions or cited references occur, the final authority is the building code official of record for the county. We highly recommend consulting with the county officials with any concerns you may have with the builder and quality of the construction.

Thank you for selecting our company. We appreciate the opportunity to be of service. Should you have any questions about the general condition of the building in the future, we would be happy to answer these. We hope you will recommend our services to your friends and associates.

Sincerely,

Jack Randall
Arizona Home inspections, LLC