

Arizona Home Inspections, LLC

by Jack Randall Tucson, AZ Office- 520-661-7929 Fax 520-887-2594

Inspection Agreement

Clients: _____ Date: _____

Jack Randall BTR #38853 or Scott Gray BTR certification #59638, herein after known as the "Inspector", agrees to conduct a **limited visual** inspection for the purpose of informing the client of

major deficiencies in the condition of the property located at: _____.

THE INSPECTION IS NOT INTENDED OR BE CONSIDERED AS A GUARANTEE OR WARRANTY, NOR ANY FORM OF INSURANCE, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED UPON AS SUCH.

1. The written report is the property of the inspector and the client and shall not be used or transferred to and other person or company without both the inspector's and the client's written consent. Absent written consent, the transfer of this report for use by a third party would also transfer any and all liabilities associated with the report to the transferee. The client understands that the inspection report is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures.

2. Legal access to the entire property will be provided to the Inspector for the purpose of performing a complete or partial building inspection.

3. **The purpose of this inspection is to provide the client with a better understanding of the property condition and identify visually observable items in need of immediate repair as defined in the Standards of Professional Practice for Arizona Home Inspectors, at the time of the inspection only.** Detached buildings other than a carport or garage are *not* included, irrigation or below grade systems are *not* included. Environmental inspection services are *not* included. Radon, Formaldehyde, Asbestos, Water Quality, Mold or other wood infesting organisms, lead in paint, air, or water, are not a part of this building inspection even if mentioned from the standpoint of a visual clue.

4. **The liability of the inspector of record and "Inspector" for visual 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 notify inspector in writing of any error or omission within 10 days and further agrees to allow the inspector to re-inspect the claimed discrepancy before altering the conditions unless it is a clear and present immediate danger to life. 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.* *Each party is responsible for their own attorney's fees. If arbitration is invoked, the cost of the arbitrator shall be split equally between each party.*

5. If any portion of this agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.

6. 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.

7. This agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement.

8. The inspector agrees to provide a written report which substantially agrees with the current Standards of Professional Practice for Arizona Home Inspectors. Receipt of same is acknowledged by the customer's signature below, for the \$_____dollars to be paid as follows: **On Site.** 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 2% per month late charge of the unpaid balance. A 2.75% processing fee will be charged for all credit card payments.

THE UNDERSIGNED CUSTOMER/AGENT HAS READ, UNDERSTANDS AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

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Client(s)

Date: _____

Date: _____

Client(s) Phone # _____ **Email:** _____