



Client: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Inspection Date: \_\_\_\_\_

This is a legally binding contract • Please read it carefully

**SCOPE OF THE INSPECTION:** The real estate inspection to be performed for client is a non-invasive physical examination, performed for a fee set forth below, designed to identify material defects in the systems, structures and components of the above referenced primary building and it's associated primary structures as they exist at the time of the inspection. A material defect is a condition that significantly affects the value, desirability, habitability or safety of the building. Style or aesthetics shall not be considered in determining whether a specific system structure or component is defective. The inspection shall be limited to those specific systems, structures and components that are present and visually accessible. Components and systems shall be operated with normal user controls only and as conditions permit. The inspection will be performed in accordance with the Standards of Practice as noted in Arizona State Law. Inspector shall prepare a written inspection report for sole use and benefit of client. The inspection report shall describe and identify the inspected systems, structures and components of the building and shall identify material defects in those systems, structures and components observed during the inspection. Client agrees to read the entire inspection report when it is received and shall promptly call the inspector with any questions or concerns regarding the real estate inspection or the inspection report.

**CONFIDENTIAL REPORT:** The inspection report to be prepared for client is solely and exclusively for clients own information and may not be relied upon by any other person. Client may distributor copies of the inspection report to the seller and the real estate agents directly involved in the transaction, but client and inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this agreement or inspection report. CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD INSPECTOR HARMLESS FROM ANY THIRD PARTY CLAIMS ARISING OUT TO THE CLIENTS UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT.

**SEVER ABILITY:** Should any provision of this contract be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect, unimpaired by court's holding.

**GENERAL PROVISIONS:** This inspection contract, the real estate inspection and the inspection report do not constitute a home warranty, guarantee or insurance policy of any kind. The real estate inspection and inspection report are not a substitute disclosure for real estate transactions which may be required by law. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against inspector/inspector company more than one year after the date of the subject inspection. Time is expressly of essence herein. THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED IN SOME STATES.

Inspector is a home inspection generalist and is not acting as an expert in any craft or trade. The inspection report may contain recommendations for further evaluation by a qualified specialist. If inspector recommends consulting other experts, client does so at their own expense.

This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the matter hereof, and maybe modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. This agreement shall be binding upon and inure to benefit of the parties hereto and their heirs, successors and assigns.

**ADDENDUM:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misinterpretation 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 first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and enforcement of the Arbitration Award may be entered in any court or administrative tribunal having jurisdiction thereof.

NOTICE: YOU AND WE HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION.

**CHINESE DRYWALL EXCLUSION:** The client specifically acknowledges that the property inspection will not and is not intended to detect, identify, disclose or report on the presence of chinese drywall products or the actual or the potential environmental concerns or hazards arising out of the existence of these products.

Client agrees to hold the company and inspector harmless for any injury, health risk or damages of any nature caused or contributed to by these products.

Furthermore, client acknowledges that any discussions regarding the actual or potential presence of chinese drywall are informative in nature only and that the property inspection company and/or inspector do not hold the company or themselves to be experts pertaining to the potential concerns associated with chinese drywall.

**LIMITATIONS, EXCEPTIONS AND EXCLUSIONS:** Excluded from this real estate inspection is any system, structure or component of the building which is inaccessible, concealed form view or cannot be inspected due to circumstances beyond the control of the inspector. The following are excluded from the scope of this real estate inspection unless specifically agreed otherwise between inspector and client:

- Determining companies with installation guidelines, manufacturers, specification, building codes, regulation, covenants or other restrictions including local interpretation thereof.
- Obtaining or reviewing information from any third parties including but limited to: government agencies (permits) components or system manufacturers (including product defects, recalls, or similar notices), contractors, managers, sellers, occupants, neighbors, consultants, homeowners or similar associations, attorneys, agents or brokers.
- Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying or soils related examinations.
- Examination of conditions related to animals, rodents, insects, wood destroying insects, organisms, mold and mildew or the damage caused thereby.
- Certain factors relating to any systems, structures or components of the building, including, but no limited to : adequacy, efficiency, durability or remaining useful life, costs of repairs, replace or operate, fair market value, marketability, quality or advisability of purchase.
- Environmental hazards or conditions including, but not limited to: toxic, reactive, combustible, corrosive contaminants, wildfire, geologic or flood.
- Dismantling of any system, structure or component or perform any intrusive or destructive examination, test or analysis.
- Examination of evaluating fire-resistive qualities of any system, structure or component of the building.
- Systems, structures or components of the building which are not permanently installed.
- Systems, structures or components not specifically identified in the written inspection report.
- Examining or evaluating the acoustical or other nuisance characteristics of any system, structure or component of a building, complex, adjoining properties or neighborhood.
- Operating or evaluating low voltage electrical, antennas, security systems, cable or satellite television, telephone, remote controls, radio controls, timers, intercoms, computers, photoelectric, motion sensing or other such similar non-primary electrical power devices, compments or systems.
- Examining or operating any wells or sewage disposal systems or component including but not limited any underground system including septic tanks or ejector pumps for rain or waste.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

License #: \_\_\_\_\_

Total Inspection Fee \$ \_\_\_\_\_