

Real Estate Inspection Agreement THIS IS A LEGALLY BINDING CONTRACT, PLEASE READ IT CAREFULLY.

Client(s): _____ Inspection Order # _____
 Address: _____ City: _____ State: _____ Zip: _____

SCOPE OF THE INSPECTION: The real estate inspection to be performed for Client is a non-invasive limited physical examination, performed for the fee set forth below, designed to identify material defects in the systems, structures, and components of the above referenced primary building and its associated primary parking structure as they exist at the time of the inspection. A material defect is a condition that could adversely affect the value, desirability, or habitability or safety of the building. This is not a guarantee that all possible defects will be discovered or are discoverable. Style or aesthetics are not considered in determining whether a specific system, structure, or component is defective. The inspection is 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. Furniture, appliances, stored items, personal property, etc. will not be moved for the inspection. This inspection is not intended to be technically exhaustive.

The inspection will be performed in accordance with the Standards of Professional Practice for Arizona Home Inspectors in effect at the time of this inspection. A copy of the Standards of Professional Practice for Arizona Home Inspectors is included with your report.

API shall prepare an inspection report for the sole use and benefit of Client. The inspection and inspection report is to give Client selected but not exhaustive information about the condition of certain systems and components of the property at the time of the inspection. Places or components of inspection not specifically listed and reported upon are not examined or part of the inspection report and no opinion is expressed upon them by their omission. Some types of components may only have a representative sample of them examined, and not all of them. As to those components not examined, no opinion is passed, and as to those examined, the representative samples are selected at random. The inspection will NOT include examination of any component which is not in sight, which requires plugging in, installation, destruction or disassembly, or is inaccessible without moving something or clearing a way to it or which requires any physical risk to the Inspector. Client assumes the risk for all conditions which are concealed from view, not inspected, or are outside the inspection scope. 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 API with any questions or concerns client may have regarding the real estate inspection or the inspection report.

I have read and agree to the Scope of the Inspection: _____

LIMITATIONS, EXCEPTIONS AND EXCLUSIONS: Excluded from this real estate inspection is any system, structure, or component of the building which is inaccessible, concealed from view, latent, or cannot be inspected due to circumstances beyond the control of the Inspector, or which Client has agreed is not to be inspected. The following are excluded from the scope of this real estate inspection unless specifically agreed to otherwise in writing between API and Client:

- Determining compliance with installation guidelines, manufacturers' specifications, building codes, ordinances, regulations, covenants, or other restrictions, including local interpretations thereof.
- Obtaining or reviewing information from any third-parties including, but not limited to: government agencies (such as permits), component or system manufacturers (including product defects, recalls or similar notices), contractors, managers, sellers, occupants, neighbors, consultants, homeowner 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 not limited to: adequacy, efficiency, durability or remaining useful life, costs to repair, replace or operate, fair market value, marketability, quality, or advisability of purchase.
- Environmental hazards or conditions, including, but not limited to: reactive, combustible, corrosive, contaminants, radon gas, lead and/or lead paint, water or air pollutants, mold and /or mildew, electromagnetic radiation, toxic contamination of soil, asbestos, or urea formaldehyde insulation, wild fires, geologic or flood.
- Dismantling of any system, structure or component, or perform any intrusive or destructive examination, test or analysis. Inspector does not turn valves/turn on or off electrical circuit breakers / or light pilots at any time.
- Examining or 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 inspection report.
- Common areas, or systems, structures, or components thereof, including, but not limited to, those of a common interest development.
- 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, built-in stereo or surround sound systems, telephone, remote controls, radio controls, timers, intercoms, computers, photo-electric, motion sensing, or other such similar non-primary electrical power devices, components, or systems.
- Examining or operating automatic gates, elevators, lifts, dumbwaiters, accuracy of thermostats or oven temperature dials, oven self cleaning cycle, solar heating systems, radiant heating systems, furnace heat exchangers or fire boxes, water softener/purifier systems, saunas, steam baths, built-in refrigerators, in-wall air conditioners, instant water heating devices, or built-in toaster ovens/bread warmers/can openers.
- Examining or evaluating wells, buried sewer or water lines and valves, ponds, tool or storage sheds, landscaping, any type of sport court, playground or patio equipment.
- Examining or operating any sewage disposal system or component including, but not limited to: septic tanks and/or any underground system or portion thereof, or ejector pumps for rain or waste.
- Certain factors relating to Pools or Spas, including, but not limited to: pool/spa bodies for leaks or integrity, backwash function, timers, remote controls, water features (fountains or water falls), electric heaters, self chlorinators or related equipment, slides or diving boards, underground piping, pool and/or spa barrier ordinances and regulations. Valves are not turned at any time.
- Examining or evaluating cosmetic features, including, but not limited to, paint, wall coverings, carpeting, flooring, paneling or window coverings.
- Defects such as cracking, leaking, surface discolorations, or landslides resulting from hidden defects, including, but not limited to, water leaks, land subsidence, or other geological problems.
- Any area or item that is deemed by the inspector to be unsafe at the time of the inspection.
- Any area, which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, insulation, or any other thing, is not included in this inspection.

I have read and agree to the Limitations, Exceptions and Exclusions: _____

Services for inspecting or evaluating the excluded items listed above may be available from API for an additional fee or from specialists qualified to inspect or evaluate a particular category or item.

ITEMS PRESENT BUT NOT INCLUDED IN THIS INSPECTION: (unless otherwise indicated above, additional fees required) Total Inspection Fee: \$ _____

- Pool Spa Guesthouse Underhouse Detached _____ Other _____

Client acknowledges that they have read and understood all the terms, conditions and limitations of this contract and voluntarily agrees to be bound thereby and agrees to pay the fee listed above.

Signed: _____ Date: _____ Name: _____
A facsimile signature shall have the same force and binding effect as an original signature.

Inspector: _____ Date: _____

Inspection Report Delivery Instructions: Deliver to: Clients' Agent Client Other _____

Name: _____ Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

*** Unless otherwise stipulated above, all copies of the inspection report including the clients will be delivered to the client's agent.*

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 an individual other than Inspector herein who is qualified as an expert or specialists. If Inspector recommends consulting other specialized experts, Client agrees to do so at their own expense.

It is Client's duty and obligation to exercise reasonable care to protect himself or herself regarding the condition of the subject property, including those facts which are known to or within the diligent attention and observation of Client.

CONFIDENTIAL REPORT: The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the Real Estate agents directly involved in this transaction, but Client and API do not in any way intend to benefit said seller or the Real Estate agents directly or indirectly through this Agreement or the inspection report. **CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD API AND ITS INSPECTOR HARMLESS FROM ANY CLAIMS ARISING OUT OF CLIENT'S UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT.**

SEVERABILITY: 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 the courts' holding.

LIABILITY: Client agrees that the maximum liability for the Inspector, its employer, employees or agents for any claim whatsoever, inclusive of matters arising from the inspection or outside of the inspection, is limited to an amount not to exceed twice the fee charged and paid for the inspection service. There will be no recovery for damages or any other relief other than this liquidated damage remedy. The Inspector assumes no responsibility or liability for damages outside of this limitation, whether property, financial or bodily injury or fatality, regardless of cause. Inspector is not liable for the security and condition of the Property and its contents or premises at any time. Inspector has no liability whatsoever for Inspections or Inspection reports not paid for by Client.

I have read and agree to the Liability provision _____

OPTION FOR EXHAUSTIVE INSPECTION: API will provide an exhaustive inspection for a price to be determined by API after considering the size, scope, and nature of the exhaustive exam requested by Client. If Client desires an exhaustive inspection, Client must execute a separate agreement outlining the scope and nature of the inspection and agreeing to the increased price/fee for the inspection.

I have read the Option for Exhaustive Inspection and decline same _____

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 whatsoever. The real estate inspection and inspection report are not a substitute disclosure nor a pre-settlement walk through 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 API and its Inspector, or its officers, agents or employees more than one year after the date of the subject inspection. Time is expressly of the essence herein.

In the event Client discovers a material defect or other deficiency that was not identified and reported by Inspector, Client shall so notify API in writing within 10 days from the date of discovery, and allow API and /or API's designated representative to re-inspect and document the condition(s) of the material defect or deficiency.

The inspection report to be prepared by API shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the Inspector prior to and subsequent to the issuance of the finished inspection report. API does not guarantee delivery time of the finished report.

This Agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be 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.

Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this Agreement is executed on behalf of Client by any third party, the person executing this Agreement expressly represents to API that he/she has the full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

Inspection Fee: \$ _____

Fee: \$ _____

Fee: \$ _____

Total Inspection Fee: \$ _____

Paid By:

Check # _____

Cash M/C

VISA AmEx

Present During the Inspection:

Client Clients' Agent Seller

Sellers' Agent No One Tenant

Weather Conditions at time of inspection:

Dry Rain Today/Recent

Snow Approx. Outside Temp: _____