

# INSPECTION AGREEMENT

**THIS CONTRACT LIMITS OUR LIABILITY, ALL PREVIOUS COMMUNICATIONS ARE SUPERSEDED BY THIS AGREEMENT**  
**PLEASE READ THIS ENTIRE CONTRACT CAREFULLY AND IN ITS ENTIRETY**

**Inspector:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Inspection Fee:** \_\_\_\_\_

**Client:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

I (Client) hereby request Southwest Premier Home Inspection, LLC, P.O. Box 11464, Glendale, AZ 85318, 623-203-0106 (Company) to perform a limited visual inspection of the property (Inspection). I understand that I am bound by the terms of this contract and agree to pay the inspection fee immediately upon completion of the inspection.

## INSPECTION SCOPE

Company will perform a limited visual inspection of the property to identify major deficiencies and general features of the property and provide Client with a written report. This inspection is performed in accordance with the "Standards of Professional Practice for Arizona Home Inspectors" (SOPP). The SOPP can be viewed at [www.btr.state.az.us](http://www.btr.state.az.us) or Company can supply a copy upon request. During the course of this inspection items from numerous major categories will be inspected such as: roof, attic, garage, interior components, built-in appliances, site elements, visible structural components, heating & cooling systems, electrical, etc. The purpose of this inspection is to provide the Client with a better understanding of the current condition of the property. This home inspection is in no way intended to be a guarantee or warranty expressed or implied regarding the future use, operability, habitability or suitability of the home/building or its components.

THE FOLLOWING ITEMS ARE OUTSIDE THE SCOPE OF THIS HOME INSPECTION, weather they are concealed or not.

Any component noted as being excluded in the report • Inactive, shut down or inaccessible systems or components • Private water or sewage systems including any components thereof • Buried piping • Fire sprinkler systems and piping • Ejector pumps for waste or rain • Solar systems of any type • Drip & bubbler irrigation systems • Fountains • Integrity of shower pans • Steam baths & equipment • Saunas • Mist systems • Ponds • Outbuildings, except detached garages • Landscaping • Outdoor cooking equipment • Remote or radio controlled devices or systems • Central vacuum systems • In-wall pest control systems & components • Electrical load control devices • Built in entertainment systems & components • Alarm & security monitoring systems • Intercom systems • Humidifiers • Electronic air cleaners & filters • Security or low voltage lighting systems & components • Electronic or mechanical timers or controls • Telephone, television or home network wiring • Cosmetic & subjective items or defects • Building code violations • Zoning ordinance violations • Determination of flood potential • Structural or engineering certification or analysis • Non-visible foundations • Soil conditions • Geological stability • Damage due to termites, pests, fungi or dry rot • Building valuation or appraisal • Insurability • Repair or cost estimates • Common areas • Playground equipment • Personal property or furnishings • Freestanding appliances • Hidden moisture • Integrity of dual glazed window or skylight hermetic seal • Water conditioners, softeners or filtration systems • Gas operated cooling systems • Heat exchangers • Areas not visible or exposed due to walls, floors, carpets, furnishings, soil or other items • Environmental conditions • Prediction of life expectancy of any component or system • Efficiency or adequacy of any system • Verification of compliance with installation guidelines • Manufacturers recalls • Fire resistant qualities • Any area with inadequate access or clearance for Inspector • Any area not safely accessible with a fourteen-foot ladder • Any area deemed unsafe to access by Inspector.

During the course of this Inspection Company will not perform any environmental testing or inspections including:

Mold or fungus • Air quality • Asbestos • Radon • Lead • Formaldehyde • Water quality or pollutants • Toxic or flammable substances • Electromagnetic fields • Acoustical or nuisance characteristics • Chinese or contaminated drywall

Your Inspector is a property inspection generalist, licensed by the Arizona Board of Technical Registration (BTR). Your Inspector is not acting as a licensed engineer or expert in every trade. It is the duty and obligation of the Client to use reasonable care and caution to discover additional facts and provide protection regarding issues of property condition which are known to or within the diligent attention and observation of the Client. If Inspector recommends consulting other specialized experts, Client agrees to do so at Client's expense and prior to the end of any inspection contingency and prior to closing. Client is responsible for whatever could have been determined had they consulted with other experts as recommended by Inspector. Company is not responsible for the advice given by other consultants, experts or specialists contacted by Client. Any item that is not specifically addressed in the written inspection report are considered beyond the scope of this Inspection and are hereby excluded. Any verbal statements or other information provided to Client as a courtesy by Inspector shall not expand the scope of the inspection or take precedence over the written inspection report. Client agrees to assume the risk for all conditions that are concealed from view at the time of the inspection or are outside the scope of this inspection. This inspection does not include any destructive testing, unplugging of connected components or dismantling.

## USE OF REPORT

This inspection is performed for the sole and exclusive use and possession of Client only. This report is not for use or to be relied upon by any third party. Unless specifically authorized in writing by Company, the report may not be provided to any other person, entity or third party for material use other than Client or it shall become void. Client agrees to indemnify, defend and hold Company harmless from any third party claims arising out of distribution of this inspection report without specific written authorization by Company.

Client Initials: \_\_\_\_\_

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## LIMITATION OF LIABILITY

(1) Client agrees that Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. Client agrees that the liability of Company, its agents, employees for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the Company's negligence or breach of any obligation under this agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to Company, and this liability shall be exclusive. Client agrees to waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the Client has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among Company and Client; and (iii) to enable the Company to perform the inspection at the stated fee.

(2) In the event a dispute arises from the inspection, Client agrees not to alter, repair or modify any disputed component or condition prior to Company re-inspecting the item in dispute. Client shall provide Company written notice of the dispute within 14 days of discovery. Client agrees to provide access to the premises for Company and its authorized representatives to re-inspect any disputed items or systems. Failure of Client to provide written notice and the opportunity to re-inspect the condition or component prior to repair, alteration or modification shall release Company, its agents and sub-contractors from any and all obligations or liability of any kind.

(3) Client and/or Client Representative are responsible for their own safety during the inspection. Use of Inspector's equipment is strictly prohibited. Company advises against entering dangerous areas or manipulating equipment during the inspection. Client is responsible for security at the property and any damage caused to property components and systems resulting from the inspection. The inspection is performed for the purpose of informing Client of the condition of the property on the day of the inspection. If any stated limitation or standard is exceeded it is done solely at the discretion of the Inspector and does not void the terms and conditions of this agreement. Company is not responsible for report misunderstandings resulting from the failure of Client to request clarification. Company and Client agree to allow the release of a copy of the inspection report to the real estate agent(s) and/or other parties to the transaction.

(4) This agreement shall be governed by the laws of the State of Arizona. The parties agree that should any provision of this agreement be determined to be void or unenforceable, the remaining portions shall remain in full force and effect. This agreement may be signed in counterpart and by fax or other electronic or mechanical means and it shall be deemed properly signed and any copy thereof can be deemed an original. Client agrees that any inspection report printed on-site is a draft report and is subject to revision and correction by Inspector within a reasonable period, the final inspection report will be provided in an electronic copy and made available to Client. Client agrees to read all pages of the inspection report including any supplemental information provided.

## DISPUTE RESOLUTION – ARBITRATION CLAUSE

(5) Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of a Consumer Protection Law or any other theory of liability 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 thereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. NOTICE: YOU AND WE WOULD 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 BINDING ARBITRATION.

I have read, understand and agree to all the terms and conditions of this Agreement and to pay the fee shown above.

Signature of Client \_\_\_\_\_

(One signature binds all)

Date \_\_\_\_\_

Company Representative \_\_\_\_\_

Date \_\_\_\_\_