



# Home Inspection, LLC

## Inspection Agreement

Customer Name: \_\_\_\_\_

Customer's Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**THIS AGREEMENT DEFINES RESPONSIBILITIES OF THE COMPANY AND THE CUSTOMER.  
READ AND UNDERSTAND BEFORE SIGNING.**

InSpec Home Inspection Company, hereafter referred to as Company, agrees to conduct a *limited* inspection of the real property indicated above for the purpose of informing the Customer of major deficiencies in the condition of said property. The report shall be in writing and shall be in accordance with or exceed the Standards of Practice of the State of Arizona Board of Technical Registration (BTR) and the American Society of Home Inspectors, Inc. (ASHI)

### Scope and Exclusions

The scope of the inspection and report is a **limited visual** inspection of the major components of the real property for purposes of identifying apparent deficiencies requiring immediate repair or replacement at the time of inspection. Inspection **includes** a visual observation of the following components of the building: Site landscape, exterior, roofing system, plumbing system, electrical system, heating and cooling system, fireplace(s), interior condition, insulation and ventilation, and the structural system.

Inspection does **NOT include** building code or zoning ordinance violations, geological stability or soils condition, structural stability or engineering analysis, termites, pests or other wood destroying organisms, asbestos, radon, urea formaldehyde, lead paint, water or air quality, electromagnetic radiation or any environmental hazards, building value appraisal or cost estimates, private water or sewage systems, saunas, steam baths, or fixtures and equipment, pool or spa underground plumbing, septic systems, radio controlled devices, automatic gates, elevators or lifts, water softener / purifier systems, solar heating systems, furnace heat exchangers, freestanding appliances, security alarms, fire sprinkler systems, or the prediction of life expectancy of any item. In summary, the inspection will be limited to readily accessible areas without movement of contents, fixtures or appliances. Latent and concealed defects and deficiencies are excluded from the inspection.

Customer agrees that if any item excluded from the scope is a concern, that Customer, at Customer's expense, shall contact and contract with the appropriate specialist to investigate and report on issues of concern.

Customer agrees and understands that the inspection report is not intended to be technically exhaustive and will not reveal all defects.

Customer agrees and understands that the inspection is **NOT** a Guarantee or Warranty, expressed or implied, regarding the condition of items, adequacy, or performance of systems inspected.

Customer understands that Customer is encouraged to be present during the **entire** inspection process. The purpose for this is that many things, of a non-material nature, may be observed but not noted in the report. The information observed, however, may be of interest to the customer.

### Confidentiality

Customer agrees that the written inspection report is exclusively for the Customer and that all information contained in the report is non-transferable to any other party or parties without the prior written agreement of the Company and the Customer. Customer further agrees that dissemination of information to any third party, even with consent of the Company, is with the understanding and agreement that any action brought by a third party becomes the responsibility and liability of the Customer.

## Disputes

Customer understands and agrees that any claim for failure to accurately report the visually discernible conditions at the subject property, as limited herein above, shall be made in writing and timely reported to the Company. Customer further agrees that, with the exception of emergency conditions, Customer or Customer's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to timely re-inspection by the Company. Customer understands and agrees that any failure to notify the Company as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

## Arbitration

Any dispute concerning the interpretation of this Agreement or arising from the Services and Report (unless based on the payment of fee) shall be resolved informally, by the Company and Customer. In the event the Company and Customer cannot reach a mutually acceptable resolution, then Company and Customer agree that resolution shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the Company and Customer shall mutually agree upon an Arbitrator who is familiar with the home inspection industry.

## Attorney's Fees

The prevailing party in any dispute arising out of this Agreement, the inspection, or report(s) shall be awarded all attorneys' fees, arbitrator and other costs.

## Severability and Entire Agreement

Customer and Company agree that should an Arbitrator or Court of Competent Jurisdiction determine and declare that any portion(s) of the Agreement is void, voidable or unenforceable, the remaining portions shall remain in full force and effect. This Agreement (in its entirety) and any attached, executed Addenda, contains the entire Agreement between the Customer and Company, and there are no other representations, warranties, or commitments, except as are specifically set forth herein. This Agreement supersedes any and all representations or discussions, whether oral or written, if any, among the parties relating to the subject matter of this Agreement. This Agreement may be modified, altered or amended only if agreed to in writing and signed by the parties.

**By signing below, you acknowledge that you have read, understand and agree to the terms and conditions of this agreement, including (but not limited to) the limitation of liability, arbitration clause and limitations period, and agree to pay the fee listed below.**

Copy of report to: Buyers and Sellers Real Estate Agents if applicable **Other:** \_\_\_\_\_

\_\_\_\_\_  
Customer or Realtor Signature

Date: \_\_\_\_\_

**Fee for *Limited* Inspection:** \$ \_\_\_\_\_ (Call for quote if not already provided)

Please make check payable to **InSpec Home Inspection** or provide credit card Information below and mail or fax to the address provided at the bottom of this page.

Name (as it appears on the card) \_\_\_\_\_

Visa  MasterCard Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code: (Last 3 numbers above signature block): \_\_\_\_\_

Zip Code (for CC bill address): \_\_\_\_\_

**Note:** If payment is to be made at the close of escrow the customer is responsible for payment in the event that the property does not close. Additionally, there is an additional \$75 fee and Credit Card Security is required. Additionally, please include the following:

Title Company and Escrow Officer: \_\_\_\_\_

Phone and Fax Number: \_\_\_\_\_