

Assure Home Inspection

"Integrity is our foundation"

2800 S. Mill, Tempe, AZ. 85282

Tel: 480-829-0333 Fax: 480-829-0773

E-Mail Address: tom@assurehomeinspection.com

INSPECTION AGREEMENT

At your request, Assure Home Inspection is completing a property inspection conducted in accordance with the Standards of Practice of the American Society of Home Inspectors (ASHI), a copy of which is available at www.ashi.com or upon request and which is commensurate with industry standards. The inspection has clearly defined limitations and is not a substitute for the Sellers Property Disclosure Statement, which the seller may be required to provide by law. The inspection is performed by a generalist in a matter of hours and does not include any warranties, as opposed to those by specialists that could take several days to complete and could include warranties.

1. Assure Home Inspection (AHI) agrees to perform a visual inspection of the subject house and to provide the Client with a written inspection report identifying the visually observable major deficiencies. Structures detached from the house are not inspected unless otherwise expressly agreed. The fee for the inspection and extra services, if applicable, are set forth below.

2. This inspection will be of readily accessible areas of the home, including the following functional areas: structural system; interior and exterior; roof; electrical; plumbing; heating and air conditioning; insulation and ventilation; fireplaces and chimneys. This inspection is limited to visual observations of apparent conditions existing at the time of the inspection only. Furthermore, conditions which change after the time of the inspection are not included in the report. In addition, deficiencies and defects which are latent or concealed are excluded from the inspection; the inspection is not intended to be technically exhaustive. Equipment, items and systems will not be dismantled. The inspection and report is NOT a conformity or compliance inspection for city or governmental codes or regulations of any kind. The inspector is not required to move personal property, debris, furniture, equipment, carpeting or like materials which may impede access or limit visibility. Recent and existing weather conditions may also limit or restrict the results of the inspection. Assure Home Inspection may indicate an item or system's life expectancy but such estimates are general in nature, should not be relied upon and the actual life performance may vary widely. Assure Home Inspection urges the Client to contact the owner of the inspected property to learn of the age of such items as the roof and about any recent problems or known defects in the property. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the Client. The report is non-transferable.

3. The inspection only includes those items and systems expressly and specifically identified here and in the provided inspection report. Maintenance and other items may be discussed and some less than major defects noted as a courtesy to the Client, but they are not within the required scope of the inspection. Among those conditions, items and systems NOT included in the inspection are the following: engineering analysis; geological stability or soil contamination; mold / mildew; cosmetic items, such as paint flaking, scrapes, stains, carpeting, wall coverings and landscaping; condo common areas or areas under HOA management; home system or component warranties; telephone or cable TV cables; fountains; low-voltage lighting and electrical systems; electronic air cleaners and filters; solar heating systems; furnace heat exchangers; free-standing appliances; water volume or flow; water conditioning systems; security systems; central vacuum systems; irrigation and sprinkler systems; septic systems; wells and well pumps. Unless you have paid an additional fee and the item is listed on the last page of this document, the following items are also excluded: radon gas; lead paint; swimming pools, spas and attached equipment; detached buildings and equipment. **THE INSPECTION AND REPORT DO NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS THE POSSIBLE PRESENCE OF OR DANGER FROM ASBESTOS, UREA FORMALDEHYDE, SOIL CONTAMINATION AND OTHER INDOOR AND OUTDOOR POLLUTANTS, TOXIC OR FLAMMABLE CHEMICALS, WATER OR AIRBORNE RELATED ILLNESS OR DISEASE, AND ALL OTHER SIMILAR OR POTENTIALLY HARMFUL SUBSTANCES. THE CLIENT IS URGED TO CONTACT A COMPETENT SPECIALIST IF INFORMATION, IDENTIFICATION OR TESTING OF THE ABOVE IS DESIRED.** In addition, the presence or absence of rodents, termites and other

insects are also not covered by this inspection.

4. The parties agree that Assure Home Inspection and its employees and agents, assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. THE INSPECTION AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. The inspection and report is also not a certification of any kind. The parties further agree that the maximum liability of Assure Home Inspection (AHI), its employees and agents, for any loss or damage, in the event AHI or its employees or agents are negligent, in breach of contract. or otherwise at fault in the performance of its obligations, shall be limited to a sum equal to AHI's fee for the inspection service. AHI shall not be construed as insuring against any defects or deficiencies not contained in the inspection report and subsequently discovered by the Client. CLIENT INITIALS _____

5. Should a dispute arise from this inspection and report, or the interpretation thereof, Client will only undertake emergency measures and will not alter, repair, replace, correct or modify any disputed component or condition without first giving the representatives of AHI the right to re-inspect. Any controversy or claim arising out of or related to this Contract, or any breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon award rendered by the arbitrators may be entered in any court having jurisdiction. Any such claim shall be waived unless the demand for arbitration shall be made within two (2) years from the inspection date.

6. AHI fees are based on a single visit to the property and the preparation of the written inspection report. If additional visits, reports or services are required of AHI, an additional fee will be charged.

7. 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 a third party, the person executing this Agreement expressly represents to AHI that he/she has the full and complete authority to execute this Agreement on Clients behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

8. If any paragraph, clause, sentence or other part of this Agreement is for any reason held to be invalid or unenforceable in any respect, such a decision shall not affect the remaining portions of this Agreement, which shall continue in full force and effect.

9. This Agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties, their heirs, executors, administrators, successors and assigns.

AUTHORIZATION

I have read and understood this Contract and agree to all of the terms and conditions therein, and in consideration of the fees shown below, I authorize Assure Home Inspection to complete an inspection of the property in accordance with the Standards of Practice of the American Society of Home Inspectors and those of the Arizona Board of Technical Registration, including AHI providing a report copy to the Realtors involved, on request.

Date _____

Client Name (s) _____

Property Address _____

Home Inspection Fee \$ _____

Other Fees (list) _____ \$ _____

Total Fees \$ _____

CLIENT'S SIGNATURE _____ DATE _____

INSPECTOR'S SIGNATURE _____ DATE _____

Date Paid _____