

HomeSpec Inspection Services, LLC
PRE-PURCHASE PROPERTY INSPECTION
AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT
PLEASE READ IT CAREFULLY

Client:

Firm Registration # 12315-0

Inspection Address:

Inspection Fee: \$

1. Client requests a limited visual inspection of the residential structure identified at the above address by HomeSpec Inspection Services, thereafter collectively referred as the "Company" and Client hereby represents and warrants that all approvals necessary have been secured for Company's entrance on to the property.

2. Client warrants:

- (a) they have read the following Agreement carefully,
- (b) they understand they are bound by all the terms of this contract, and
- (c) they will read the entire inspection report when received and promptly call Company with any questions they may have.

3. Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. Client agrees that they will not transfer or disclose any part of the inspection report to any other person with these exceptions ONLY: (a) one copy may be provided to the current seller(s) of the property but only upon the express condition that the seller(s) covenant to use the inspection report only in connection with this Client's transaction, and agree not to transfer or disclose the report to any persons other than their real estate agent, and (b) one copy may be provided to the real estate agent representing Client and (c) one copy for a bank or other lender for use in Client's transaction only. Each party (Client and Company) agrees to indemnify and defend themselves; and hold each other harmless against third party claims relating to this inspection or inspection report.

4. Company agrees to perform a limited visual inspection of the residential structure at the above address and to provide Client with a written opinion as to the apparent general condition of the home structure components and systems, including identification of significant observable deficiencies as they exist at the time of inspection. The inspection will be performed in a manner consistent with the **Standards of Professional Practice and Code of Professional Conduct for Arizona Home Inspectors**, as mandated by the State of Arizona, Board of Technical Registration, www.btr.org. Copies of both the **Arizona Home Inspection and Pool/Spa Inspection Standards** can be viewed on the HomeSpec web site: www.homespecaz.com. Note: see Document section.

The Inspection includes but is not limited to the following areas:

Foundation and Structure; Exterior Walls and Grounds; Roof System; Attic, Basement and Crawl Space if applicable; Insulation Type and Condition; Plumbing and Fixtures; Appliance Operation; Electrical System; Heating and Cooling System; Lawn Sprinkler System; Pools, Spas, Water Fountains if applicable; Fireplaces – Indoor and Exterior if applicable.

5. The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, signs, furnishing or any other things, or those items which have been excluded by the Standards of Professional Practice and Code of Professional Conduct for Arizona Home Inspectors and/or by agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exists in any area excluded from inspection by the terms of this agreement.

The following areas/items, systems and components are NOT included in the scope of this inspection:

- Structural, Geological, Soil, Wave Action or Hydrological Stability, Survey, Engineering analysis or testing
- Termites or other wood destroying insects
- Rodents or other Pests, Dry-Rot or Fungus.
- Latent or Concealed Defects
- Asbestos, Radon Gas, Lead Paint, Urea Formaldehyde, Toxic or Flammable Chemicals, Water or Air Quality, PCB's or other Toxins, Electromagnetic Fields, Underground Storage Tanks, Proximity to Toxic Waste Sites or other Environmental or Health Hazards including Mold.
- Private Water or Sewage Systems
- Telephone and TV Cables
- Low Voltage Lighting
- Computer Wiring Systems
- Underground Electrical Cables
- Water Softener or Purifiers
- Furnace Heat Exchanger
- Solar Heating Systems
- Window Screens
- Odors or Noise
- Seismic Safety
- Security Systems
- Fire Safety Systems - Testing
- Personal Property
- Proximity to Railroad Tracks or Airplane Routes
- Boundaries, Easements or Rights of Way
- Building Value Appraisal
- City Code or Zoning Violations
- Permit Research
- Items specifically noted as excluded in the inspection report because of no access, or potential damage to equipment and/or inspector at time of the inspection.

6. Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which are required by law.

7. The written report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the issuance of the written report. Client further understands and agrees Company reserves the right to modify the inspection report for a period of time that shall not exceed forty eight (48) hours after the inspection report has first been delivered to Client.

8. Client understands and agrees that any claim arising out of or related to any act or omission of Company in connection with the inspection of the residential structure, as limited herein, shall be reported to Company within ten (10) business days of discovery. Client further agrees to allow Company to re-inspect the claimed discrepancy before any repairs are made, except in the case of an emergency. Client understands and agrees that any failure to notify Company as stated above shall constitute a waiver of any and all claims Client may have against Company.

9. Ancillary Inspection:

Irrigation System Inspection – No governing body, review of operation only

10. Inspection at an occupied and/or furnished residential property is somewhat limited due to the fact we do not move the seller/tenant's personal belongings and furnishings when we do an inspection.

Client's Initials _____

11. It is understood and agreed by and between the parties hereto that Company's and its officers', agents' or employees' LIMITATION OF LIABILITY for errors or omissions in the inspection report is limited and fixed to a refund of the fee paid for the inspection and inspection report.

Inspection Fee: \$

Client's Initials _____

12. Any legal action or proceeding of any kind, including those sounding in tort or contract, against Company, or its officers, agents or employees, must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred. Time is expressly of the essence herein.

Client's Initials _____

13. Client understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by Client shall and payment therefore will constitute acceptance of the terms and conditions of this Agreement.

14. This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties. This Agreement shall be binding upon and insure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

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

Dated:

Signature of Client _____
One Signature Binds:

Re:

Inspector: Nori Shirvanian, AZ Certification #38976
Arizona Firm Registration #12315-0

HomeSpec Inspection Services, LLC
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