

PRE-INSPECTION AGREEMENT

Order No.:

Subject Property to be Inspected:

Inspection Date:

Inspection Time:

Client(s) Name:

Client(s) Present Address:

Inspected By:

License No.:

Inspection Fee:

PLEASE READ THIS DOCUMENT AND ATTACHED ADDENDUM(S) CAREFULLY. IT CONTAINS PROVISIONS THAT LIMITS YOUR RIGHT TO MAINTAIN A COURT ACTION. IF YOU HAVE ANY QUESTIONS REGARDING THE TERMS OF THIS PRE-INSPECTION AGREEMENT YOU SHOULD DISCUSS THEM WITH THE INSPECTOR PRIOR TO SIGNING THIS AGREEMENT.

CLIENT AND COMPANY (Company is also defined to include any and all inspectors who perform the contracted-for inspections as an employee or independent contractor of the Company) agree to the following terms and conditions:

1. Client Attendance and Permission to Access Subject Property: The Client acknowledges that Client and/or any authorized representative has been encouraged to attend and participate in the inspection and recognizes that failure to do so may result in less than a complete understanding of the findings. The Client further acknowledges that such participation is at the Client's own risk. The Client warrants that permission has been secured for the Company to enter and inspect the Subject Property.

2. Standards of Practice: The scope of this inspection is defined and limited by the standards, limitations, exceptions and exclusions as contained in the *Standards of Professional Practice adopted by the Arizona Chapter of the American Society of Home Inspectors, Inc. on January 1, 2002 ("AZ SoP")*, the provisions of A.A.C. § R4-30-102, A.A.C. § R4-30-301-01 and this Pre-Inspection Agreement. Additionally, inspections performed under the AZ SoP are not technically exhaustive and are not required to identify or to report concealed conditions, latent defects, consequential damages, and cosmetic

imperfections that do not significantly affect a component's performance or its intended function.

3. Definitions and Purpose of the Inspection: Home Inspection means the process by which an inspector visually examines the readily accessible systems and components of a home and describes those systems and components using the AZ SoP and report any systems and components inspected found to be in need of immediate major repair. **Readily accessible** means available for visual inspection without requiring moving of personal property, dismantling, destructive measures, or any action which will likely involve risk to persons or property. **Immediate major repair** means a major defect, which if not quickly addressed, will be likely to do any of the following: 1. worsen appreciably; 2. cause further damage; and/or be a serious hazard to health and/or personal safety. **Major defect** means a system or component that is unsafe or not functioning. Inspections performed under the AZ SoP are intended to provide the client with a better understanding about the condition of inspected systems and components at the time of the home inspection.

4. Inspection Report: The Client and the Company agree that the Company, and its inspector(s), will prepare a written inspection report which shall:

1. [describe systems](#) and [components](#) identified in sections 4-12 of the AZ SoP; 2. state which [systems](#) and [components](#) designated for inspection in the AZ SoP have been inspected and any [systems](#) and [components](#) designated for inspection in the AZ SoP which were present at the time of the inspection and were not inspected and a reason why they were not inspected; and 3. state any [systems](#) and [components](#) so inspected which were found to be in need of [immediate major repair](#) and any recommendations to correct, monitor or [evaluate by appropriate persons](#).

5. Inspection Exclusions: The Company **IS NOT REQUIRED TO REPORT ON:** 1. life expectancy of any component or system; 2. the causes of the need for a major repair; 3. the methods, materials and costs of corrections; 4. the suitability of the property for any specialized use; 5. compliance or non-compliance with applicable regulatory requirements; 6. the market value of the property or its marketability; 7. the advisability or inadvisability of purchase of the property; 8. any component or system which was not observed; 9. the presence or absence of pests such as wood damaging organisms, rodents, or insects; or 10. cosmetic items, underground items, or items not permanently installed. The Company **IS NOT REQUIRED TO:** 1. offer warranties or guarantees of any kind; 2. calculate the strength, adequacy, or efficiency of any system or component; 3. enter any area or perform any procedure which may damage the property or its components or be dangerous to the inspector or other persons; 4. operate any system or

component which is shut down or otherwise inoperable; 5. operate any system or component which does not respond to normal operating controls; 6. disturb insulation, move personal items, furniture, equipment, plant life, soil, snow, ice, or debris which obstructs access or visibility; 7. determine the presence or absence of any suspected hazardous substance including but not limited to toxins, fungus, molds, mold spores, carcinogens, noise, contaminants in soil, water, and air; 8. determine the effectiveness of any system installed to control or remove suspected hazardous substances; 9. predict future conditions, including but not limited to failure of components; 10. project operating costs of components; or 11. evaluate acoustical characteristics of any system or component. The Company **IS NOT REQUIRED TO DETERMINE** whether any system or component of the Subject Property has been affected by the illegal manufacture, distribution, storage, possession or sale of any illicit drugs, products or by-products, including, but not limited to, methamphetamines, and including any and all chemicals, tools, household fixtures or appliances used to facilitate such illegal activities. The Company **IS NOT RESPONSIBLE FOR DETECTING, IDENTIFYING, DISCLOSING OR REPORTING** the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include, but are not limited to: 1. asbestos; 2. radon; 3. oil, gasoline or any other petroleum product; 4. lead; 5. urea formaldehyde; 6. mold; 7. mildew; 8. fungus; 9. odors; 10. noise; 11. toxic or flammable chemicals; 12. water or air quality; 13. PCBs or other toxins; 14. electromagnetic fields; 15. underground storage tanks; 16. proximity to toxic waste sites or sites being monitored by any state or federal agency; 17. carbon monoxide; 18. the presence of or any hazards associated with the use or placement of Chinese drywall at the Subject Property; or any other environmental or health hazards, unless otherwise agreed to and an additional fee paid. The Company **IS NOT REQUIRED TO INSPECT:** 1. timers; 2. clocks; 3. thermostats; 4. safety devices; 5. lawn sprinklers; 6. detached structures; 7. fencing; 8. low voltage wiring or components; 9. radiant heat system performance; 10. security systems; 11. solar water heating components; 12. appliances, 13. freezers or similar storage compartments; 14. elevators, dumbwaiters and/or lifts of any type; or 15. fire protection systems including sprinklers, hoods, ducts, air filtration systems and standpipes. The Client hereby agrees that these exclusions are in addition to any and all other exclusions contained in Sections 4 – 12 of the AZ SoP.

6. Disclaimer of Warranty: The Client understands that the inspection and report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. Additionally, neither the inspection nor inspection report is a substitute for any real estate transfer disclosures that may be required by law.

7. **Notice of Claims:** The Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. The Client also agrees to allow the Company ten (10) days to come to the Subject Property to inspect and evaluate any condition complained of by the Client to the Company and not to make, or allow others to make, any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency.

8. **Choice of Law:** This Pre-Inspection Agreement shall be governed by Arizona law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties.

9. **LIMITATION ON TIME TO BRING LEGAL ACTION. PLEASE READ CAREFULLY:** Any legal action, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, ordinance, regulation or code, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the Inspection or Report must be brought within one (1) year from the date of the Inspection, regardless of when the Client first discovers the facts supporting such possible claims as identified herein. Failure to bring said action within one (1) year of the date of the Inspection shall be a complete bar to any such action and a full and complete waiver of any rights, actions or causes of action that may have arisen from the inspection and/or inspection report. This time period may be shorter than otherwise provided by State law.

10. **Responsibility for Return Inspections:** The Client understands that if any systems and/or components of the Subject Property cannot be inspected due to unforeseen circumstances during the inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the Subject Property at a later date or time to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the report.

11. **LIMITATION OF LIABILITY. PLEASE READ CAREFULLY:** The Client understands and agrees that the Company is not an insurer and that the payment for the inspection and report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the report as described herein. Thus, the Client agrees that the sole and exclusive remedy for any claims against the Company, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the Inspection or the Report, is limited to an amount equal to the

inspection fee multiplied by two (2), as liquidated damages and not as a penalty. The Client releases the Company from any and all additional liability, whether based on contract, tort, or any other legal theory. The Client understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision.

12. **USE OF PHOTOS FOR MARKETING:** During the inspection, the Inspector may take photos of the property. By signing this agreement, the Client agrees that the Inspector can use these photos for marketing or promotional purposes, such as on the Inspector's website, social media, or printed materials. No personal information about the Client will be shared.

13. **Entire Agreement:** This Pre-Inspection Agreement and any subsequent report issued to the Client by the Company represent 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 change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. The inspection is being performed for the exclusive use and benefit of the Client. The inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

14. **Client's Agreement & Understanding of Terms:** By signing this Agreement, the undersigned Client agrees that he/she/I/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above. The Client understands that the Client has a right to have an attorney of the Client's choice review this Agreement before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Agreement, the Client is free to not sign it. The Client understands that the Client may retain another provider to perform the services contemplated by this Agreement. The Client further understands that, should the Client not agree to the terms and conditions set forth in this Agreement, the Client may negotiate with the Company for different terms and conditions.

Client's Signature:

Date:

Client's Name: