

ACCURATE INSPECTION SERVICES INC. CONTRACT FOR VISUAL HOME INSPECTION

THIS IS A LEGALLY BINDING CONTRACT WHICH LIMITS OUR LIABILITY – PLEASE READ CAREFULLY

Customer Name: Dick & Jane Smith

Fee: \$350.00

Property Address: 1234 Main Street Any Town USA 11111

It is hereby agreed between Accurate Inspection Services Inc. 3174 S Vaughn Dr. Tucson AZ 85730 and Customer that Accurate Inspection Services Inc. in consideration for the payment of the fee listed above, shall perform a limited, visual home inspection to the following terms and conditions.

PURPOSE AND SCOPE OF INSPECTION. The purpose of this inspection and report is to provide the customer with a better understanding of the property and its' condition on the day of the inspection. The inspector will perform a limited visual inspection of the property and prepare and provide via email a written report to the customer and their realtor. After receiving and reading the entire inspection report it is Customer's responsibility to consult qualified licensed contractors for further evaluation and repairs as noted within the inspection report. The report will describe the visual conditions and identify the visual deficiencies observed by the inspector. Inspector shall perform the inspection in accordance with The Standards of Professional Practice for Home Inspectors in the State of Arizona, and the terms of this Contract. A copy of these standards is supplied to the Customer at the time of the inspection or may be down loaded at <http://www.azashi.org/ashi-sop.pdf>. This inspection service performs a limited visual inspection of the property visible to the inspector as it appears on this day. Any areas that are not readily accessible or visible to the inspector are not included in his inspection. The inspector is not required to move furniture, carpeting, insulation, other materials, items or belongings in order to perform the inspection. This inspection does not cover items or conditions that may be discovered only by invasive or destructive methods. No removal of materials or dismantling of systems shall be performed under this inspection. Should inspector exceed any particular requirement set forth herein in one area, he shall not be obligated or required to exceed the requirements in other areas. Customer agrees that the inspector reserves the right to modify or amend the inspection report within 48 hours from the date of delivery if necessary.

LIMITATIONS AND EXCLUSIONS. The services agreed to in this Contract are expressly limited to visual inspection, and only of readily accessible areas of the home. Latent, hidden or concealed conditions that cannot be seen by a visual inspection are not within the scope of this inspection. The following is not within the scope of this visual inspection and are not covered by this inspection report:
Building codes; Zoning ordinance violations; Permit research; Verification of compliance of installation guidelines; Boundaries; Easements ; Rights of way; Proximity to railroads, airplane routes, highways or other forms of acoustical or noise pollution; Structural integrity, engineering analysis or foundation conditions not visible; Geological or hydrological stability; Flooding; Ecological or soil conditions; Seismic safety; Value of property; Insurability; Landscaping; Putting greens; Cost of repairs; Water proofing or sealing; ADA Compliance; Private water or sewage systems; Rain water storage systems; Ejector pumps and equipment; Environmental hazards including but not limited to Asbestos, radon, carbon monoxide, lead paint, mold, mold spores, fungus, toxins, flammable chemicals, formaldehyde, electromagnetic fields, PCB's, air quality noise pollutants, water pollutants, carcinogens, Chinese drywall or gypsum based wall board, sick building syndrome or any other environmental or health hazards; Presence or absence of pests including but not limited to termites or other wood damaging organisms, rodents or insects; Fire resistive qualities; Heat exchangers and radiant heating systems if not readily visible; Humidifiers, dehumidifiers and air cleaners; Window or wall mounted heating and cooling units; Central vacuum systems; Water softeners, conditioners and filters; Personal property; Alarm systems; Solar systems; Conditions which are hidden concealed or cannot be seen due to the placement of appliances, furniture or other personal items; Non-visible heating, cooling, mechanical, electrical, plumbing, or gas services; Cosmetic appearance; Irrigation systems; Fire suppression systems; Technically complex systems; System or component life expectancy efficiency or adequacy; Elevators or lifts; Fountains, ponds, water features or misting systems; Saunas, steam baths, shower pans tub and sink over flows; Washing machine drain lines and drainage; Operation of any shut off valves; Radio controlled or automatic gates, doors; Time clocks; Thermostatic controls; Cable, satellite systems, phone systems, ancillary wiring systems and their components; Systems controlled by light sensors; Low voltage or timed exterior lighting; Window Coverings, wall coverings and awnings; Appliances other than those listed within the inspection report; Home audio, video, theatres or intercom systems; Fire pits, barbecues, outdoor kitchens, playground equipment; Manufacturers recalls or other similar notices; Intermittent occurrences; Detached structures or buildings except for primary garage or carport; Any system or component not listed in the Standards of Professional Practice or noted as excluded in the inspection report; Or any item that cannot be inspected by only a visual inspection and is therefore inapplicable.

NO REPRESENTATIONS REGARDING CODES OR REGULATIONS. Accurate Inspection Services Inc. or its inspector makes no representations whatsoever regarding compliance with any governmental regulations or codes, including building, sewer, electrical, mechanical, zoning, public or private utility service providers, geological factors, water, soil, or material analyses, health or environmental considerations, all of which is outside the scope of this inspection and contract.

NO WARRANTIES OR GUARANTEE. No warranties or guarantees are expressed, implied, intended, made, or promised in this Contract or by Accurate Inspection Services Inc. or by its' inspector of any kind whatsoever, and there is no guaranty of adequacy or performance of structure, systems, or their component parts. **This inspection report and contract are not an insurance policy against latent, undisclosed or concealed defects or any other defects not visible to the inspector.** Customer agrees and acknowledges that Accurate Inspections Services Inc. only duty under this Contract is to provide a visual inspection, and nothing else, as set forth in Paragraph 2 of this Contract.

DISPUTE RESOLUTION AND REMEDY LIMITATIONS. If Customer has any dispute concerning interpretation of this contract or arising from this inspection report except one for non-payment of inspection fee. It shall be reported in writing and by phone call to Accurate Inspection Services Inc. within 10 business days of discovery. Only after the Accurate Inspections Services Inc. has received this written notice and phone call and confirmed with Customer, the inspector shall re-inspect the area or item in question within 3 business days in consideration of parties' schedules, unless there is an emergency. Customer agrees that no alterations, repairs or replacement to the area or item will be made prior to a re-inspection by the inspector. If any alterations, repairs or replacements are made prior to said notice and re-inspection and response, Customer agrees not to hold Accurate Inspection Services Inc. or its inspector responsible for any and all claims or payments and this will be deemed waived and forever barred.

LIMIT OF LIABILITY. **The maximum liability for any claim arising from the inspection or outside of the inspection is not to exceed the fee paid for the inspection. There will be no recovery for damages or any other relief other than this liquidated remedy.** Accurate Inspection Services Inc. and its inspector assumes no responsibility for damages outside this limitation, whether property, financial, bodily injury or fatality, regardless of the cause. Accurate Inspection Services Inc. and its inspector are not liable for the security and condition of the property and its contents or premises. There is no liability whatsoever for Accurate Inspection Services Inc. and its inspector or report if not paid by Customer. Customer agrees to immediately accept a refund of the fee paid as full and final release settlement of this and any additional claims or liability. In the event of any claim, Customer agrees that no claim, legal action or proceeding of any kind can be commenced more than one (1) year from the date of the initial home inspection Notice, to be effective, must be mailed certified mail to Accurate Inspection Services Inc. at the address shown above. Failure to initiate a claim within this time period will be concluded as though all statutes of limitations had run; this will be deemed waived and forever barred, **Customer agrees to these terms though the time period may be shorter than otherwise provided by law.**

REPORT FOR BENEFIT OF CUSTOMER ONLY. The inspection report or copies of the inspection report provided to Customer under this Contract are being prepared at Customer's request and only for the sole, confidential and exclusive use and possession of the Customer who has purchased this report from Accurate Inspection Services Inc. No party other than Customer is entitled to rely upon the inspection report or the terms of this Contract. The Customer does give Accurate Inspection Services Inc. the right to give this inspection report, or copies to his/her agent for purposes of completing the inspection addendum only. This report may not be sold, transferred or assigned to any other party. The Customer agrees to indemnify and hold Accurate Inspection Services Inc. and its inspector harmless for all costs, expenses and legal fees incurred and arising out of any legal proceeding brought by any third party who claims he/she relied on representations made in this inspection report and damaged thereby. No verbal representations or statements may be relied upon by Customer unless the same are contained in this inspection report, and then only to the extent stated in this Contract. Therefore, any oral representations made prior to or simultaneous with the execution of this Contract shall merge in this Contract, and have no force or effect whatsoever, unless expressly stated in the text of the Contract.

MEDIATION /ARBITRATION. Any dispute arising out of this agreement shall be determined by final, binding non-appealable arbitration. Each party to such dispute shall select one arbitrator. Within five days, including weekends and holidays, after the party demanding arbitration notifies, by mail or e-mail the opposing party of the dispute, the opposing party shall select an arbitrator and notify the party demanding arbitration of the selected arbitrator. If the opposing party does not timely select an arbitrator, the party demanding arbitration shall request that a Pima County Superior Court Judge make the selection of the second arbitrator. The opposing party shall not have the right to make that selection after a request is filed with a Pima County Superior Court Judge. The two selected arbitrators shall select one other arbitrator, who shall act as chairperson. If the two arbitrators selected by the parties cannot agree on the third arbitrator within ten days, either party may request that a Pima County Superior Court Judge make the selection of a third arbitrator. The dispute shall be decided by hearing in Pima County within thirty days of receipt of a written request of arbitration. The arbitrators shall decide the dispute by written award within five days of the hearing. The arbitration panel is authorized and shall award the prevailing party all costs and attorney's fees. Should Customer for any reason whatsoever institute suit other than by arbitration or for damages in excess of that stated, Accurate Inspection Services Inc. shall be entitled to its reasonable attorney's fees including any and all costs incurred in getting the action dismissed. If any court or arbitrator determines that any word or part of this contract is invalid or unenforceable, the remaining portions shall remain in full force and effect.

WALK THROUGH. Customer shall have the responsibility to perform a walk through inspection after initial inspection is completed, but before possession by Customer to bring to Accurate's attention any discrepancies or discoveries made. Should Customer fail to conduct the walk through inspection or having done so brought nothing to Accurate's attention, Customer waives any and all claims against Accurate Inspection Services Inc. which they might otherwise be entitled, further representing herein that in any event, Accurate's liability shall be limited to the Contract fee paid.

RE-INSPECTION. It is the responsibility of the Customer or their agent to provide safe access to the home and property, and to verify all utilities are on at the time of the inspection. **There is an additional fee of \$75.00 if the inspector is needed to return to the home for any additional inspections.**

PAYMENT. Payment is due in full at the time the inspection is performed unless other arrangements have been made in advance, and shall constitute acceptance of the terms and conditions of this agreement. Customer agrees to pay any and all legal fees, and time expenses incurred in collecting any due payments, including any attorney fees. Customer agrees to pay a \$25.00 fee for all checks tendered by Customer which are dishonored for any reason and agrees to make all restitution within 5 days of notice from Accurate Inspection Services Inc. There is no liability whatsoever for Accurate Inspection Services Inc. and its inspector or report if not paid in full by Customer.

READING, APPROVAL AND ACCEPTANCE. Customer acknowledges and represents having read in its entirety this Contract, and The Arizona Standards of Professional Practice for Home Inspectors in the State of Arizona and understanding its expressed terms and conditions, and specific limitations and agrees to be bound to all terms and conditions including but not limited to the limitations of liability, Mediation and Arbitration, limitation period and legal fees. Customer understands this is a limited visual inspection of the property on the day of the inspection. The same is accepted and approved with full knowledge of its contents, and that Customer executed same of Customer's own free and voluntary act, without force, duress or coercion.

Accurate Inspection Services Inc.
By Richard J Gerardi Inspector / President
BTR # 42217 ASHI # 244345
Phone # 520-906-8985

Customer Signature

Date

Customer Signature