

## Domain Inspectors

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Commercial and Residential Inspections

Name of Client(s): [\[Type here\]](#)  
Address of Inspected Property: [\[Type here\]](#)  
Date of Inspection: [\[Type here\]](#)  
Appointment Time: [\[Type here\]](#)  
Property Inspection \$ [\[Type here\]](#)  
Pool/Spa Inspection \$ [\[Type here\]](#)  
Total Fee \$ [\[Type here\]](#)

### PLEASE READ THIS AGREEMENT CAREFULLY

This AGREEMENT is entered into by and between Inspect the Best LLC, referred to as "COMPANY", and [\[Type here\]](#) referred to as "CLIENT".

PROFESSIONAL SERVICES INSPECTION FEE: The CLIENT agrees to pay the COMPANY \$ [\[Type here\]](#)

for the professional services defined herein. The CLIENT is bound by the terms of this agreement and fee for the services rendered is due and payable upon completion of the on-site inspection.

PROFESSIONAL SERVICES SCOPE OF WORK: The COMPANY will perform a limited visual inspection of the property's components and systems in order to provide the CLIENT with a written inspection report identifying the major deficiencies that were visually observable at the time of the inspection. The inspection shall be performed by the COMPANY in accordance with the Standards of Professional Practice for Arizona Home Inspectors (SOP). The link to display these standards for review is

<https://btr.az.gov/sites/default/files/Standards%20of%20Professional%20Practice%208-25-15.pdf>. By signing this agreement, the CLIENT acknowledges that they have read and understood the Arizona SOP.

The inspection will address major components and systems such as: visible structural components; visible foundation, walls and floors; roof coverings, attic/crawl space (if present and accessible); heating and cooling systems; electrical systems; plumbing; exteriors and interiors; general site conditions, garages and built in appliances.

It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects or deficiencies are excluded from the inspection. Equipment and systems will not be dismantled, Inspectors will not move personal property, furniture, appliances, storage or other obstructions to expose concealed or inaccessible areas. CLIENT agrees to assume any and all risk for all conditions that are concealed from view at the time of the inspection or are outside the scope of the inspection. Inspectors will not walk on steep roofs, roofs that may be damaged if walked on or enter any area when dangerous or adverse conditions are suspected. Underground components are not inspected.

Visual aid photos that are included with the report are used in conjunction with the written REPORT for illustrative purposes only to aid in obtaining a full understanding of the property condition relative to the findings identified in the REPORT.

THE INSPECTION AND REPORT DOES NOT ADDRESS OR INSPECT FOR THE PRESENCE OF OR HARMFUL EFFECTS FROM RADON GAS, LEAD PAINT, MOLD, ASBESTOS, FORMALDEHYDE, INDOOR AND OUTDOOR POLLUTANTS, TOXIC OR FLAMMABLE CHEMICALS, SOIL CONTAMINATION, WATER OR AIRBORNE RELATED ILLNESS OR DISEASE, AND ALL OTHER SIMILAR OR POTENTIALLY HARMFUL SUBSTANCES AND CONDITIONS. THE CLIENT IS RESPONSIBLE FOR MOLD TESTING AND IDENTIFICATION BY A SPECIALIST ANY AREAS OF MOISTURE ARE DETECTED OR REPORTED AS THESE AREA CAN BE SUSPECT. THE CLIENT IS ENCOURAGED TO CONSULT WITH A SPECIALIST FOR IDENTIFICATION OR TESTING OF THE AFORMENTIONED ITEMS IS WARRANTED OR DESIRED.

The CLIENT understands that the following systems, information or conditions about them are excluded from this Inspection and REPORT.

Comments that may reference these systems and conditions are provided as a courtesy and do not represent that they are part of this inspection. The following items that might be present are outside the scope of the inspection: soil and drainage conditions; geological stability; buried or non-visible portions of the foundation/structure; flood plain or flood potential determination; structural integrity or engineering analysis; cosmetic or subjective defects; underground or concealed systems and components; low voltage systems including but not limited to audio/visual (AV) systems, security systems, smoke detection and fire alarm systems, intercoms, telephone systems, landscape lighting, low voltage lighting control, zoned automatic dampers and controls, specialized temperature control and automation, data wiring, thermostatic, motion, light sensitive, and time clock controls etc.); pest infestation; water treatment systems; electronic air cleaners; humidifiers; heat exchangers; playground equipment; tennis courts; saunas; swimming pools and spas (Unless included by additional professional services agreement and fee is included by addendum); irrigation systems; mist systems; BBQs; solar heating systems; photovoltaic solar systems, inverters and associated equipment; evaporative coolers; fountains; ponds; shut off valves not in daily use; sink/tub overflows; outbuildings except garage and carport; central vacuum systems; elevators; fire protection systems and piping; appliances that are not permanently installed; washer and dryer; refrigerators; identifying manufacturer recalls; energy efficiency determinations; detached structures (except garages); recreational equipment; automatic & electric gates; radio-controlled devices; load control devices; adequacy and efficiency of any system or prediction of life expectancy; any structure, component, or system that was built without proper authority have jurisdiction permitting; Homeowner Association (HOA) maintained systems & components; systems that are shutdown, winterized, summerized or otherwise secured; onsite water well and private sewer systems; compliance or non-

compliance with regulatory requirements, building codes, ordinances, specifications, drawings or manufacturer instructions. Excluded systems or components may only be included in the inspection and REPORT scope of work if they are expressly agreed to in the PROFESSIONAL SERVICES sections above for an additional fee which will be applied and paid by the CLIENT.

The CLIENT acknowledges that they are responsible consulting with experts when recommended in the REPORT. Further, the CLIENT is responsible for following any and all recommendations suggested in the report. If the CLIENT decides not to act upon the recommendations in the report, the CLIENT is responsible for any and all consequences by not consulting with specialized experts as recommended. The COMPANY is not responsible for the advice of other experts or consultants contacted by CLIENT.

THE COMPANY AND ITS INSPECTOR IS NOT A GUARANTOR OR INSURER. THIS INSPECTION IS NOT TECHNICALLY EXHAUSTIVE NOR IS IT CONSIDERED TO BE AN IMPLIED OR EXPRESS WARRANTY OR GUARANTEE REGARDING THE PROPERTY CONDITIONS OR ITEMS INSPECTED AND IT SHOULD NOT BE RELIED UPON AS SUCH. THE INSPECTOR AND/OR THE COMPANY SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY REPAIRS OR REPLACEMENTS WITH REGARD TO THIS PROPERTY, SYSTEMS, COMPONENTS, OR THE CONTENTS THEREIN.

DISPUTE RESOLUTION: The CLIENT agrees that any claim arising from this agreement shall be reported in writing, to the COMPANY, by certified mail within 10 business days of discovery. Following such notice, the CLIENT agrees to allow the COMPANY to inspect the disputed condition or component before the CLIENT, CLIENTS' agents or contractors make any repairs or alterations. The CLIENT understands that failure to timely notify the COMPANY or failure to allow the COMPANY the availability to re-inspect, or make repairs or alterations, shall establish and constitute a waiver of all claims CLIENT may have against the COMPANY, its employees and agents. The CLIENT agrees that they will first attempt in good faith to resolve any dispute with the COMPANY informally. If the dispute cannot be resolved informally, the CLIENT agrees to submit the dispute to final and binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Incorporated. The CLIENT agrees that the decision of the Arbitrator shall be binding on the parties and may be entered in any court of competent jurisdiction as legal and binding. The CLIENT further agrees that if they initiate either arbitration or a court action without first attempting in good faith to settle the dispute informally, then the CLIENT shall not be entitled to recover attorney's fees and costs that might otherwise be awarded through arbitration. The applicable law shall be the law of the State of Arizona. All arbitration shall be conducted in Maricopa County, Arizona, upon which jurisdiction of all persons and subject matter is conferred. Any legal action, including the binding arbitration proceeding described above must be brought within one (1) year from the date of the inspection. Failure to bring said action within this time frame is a full and complete waiver of any rights, actions or causes of actions that may have arisen in connection with this agreement. BOTH PARTIES AGREE THAT THE MAXIMUM LIABILITY OF THE COMPANY, ITS AGENTS AND EMPLOYEES, IN THE EVENT THE COMPANY, ITS AGENTS OR EMPLOYEES, ARE IN BREACH OF CONTRACT, NEGLIGENT, OR OTHERWISE AT FAULT IN THE PERFORMANCE ACCORDING TO THIS AGREEMENT, FOR ANY LOSS OR DAMAGE, SHALL BE LIMITED TO A SUM NOT TO EXCEED THE INSPECTION FEE PAID BY THE CLIENT TO THE COMPANY FOR THE SERVICES RENDERED. THE LIMITATION OF LIABILITY IS BINDING ON THE CLIENT, ITS PRINCIPLES, ASSIGNEES, AIRES AND ANYONE ELSE WHO MIGHT OTHERWISE SUBMIT A CLAIM.

USE OF REPORT: The Report is prepared for the sole and exclusive use of the CLIENT. CLIENT agrees to reasonably protect the Report from distribution to any other person. If CLIENT Report is distributed to any other person, CLIENT agrees to indemnify, defend, and hold the COMPANY harmless from any third party claims brought AGAINST COMPANY related to the inspection performed or Report prepared by the COMPANY. The CLIENT agrees to allow COMPANY to distribute copies of the REPORT to the realtors involved in the transaction, UNLESS the CLIENT instructs the COMPANY in writing to the contrary. By executing and signing this AGREEMENT, the CLIENT warrants and represents that he/she has the full capacity and authority to execute this AGREEMENT on behalf of the named party(s). If this AGREEMENT is executed on behalf of the Client by any third party, the person executing this AGREEMENT expressly represents to the COMPANY that he/she has the full and complete authority from the CLIENT to execute this AGREEMENT on Client's behalf and to fully and completely bind CLIENT to all of the terms, conditions, limitations, exceptions, and exclusions of this AGREEMENT.

THE ABOVE IS UNDERSTOOD AND AGREED TO THIS: Date [\[Type here\]](#)

X

Client

X

Steven B. Grosvenor  
BTR# 67752