

## SERVICE AGREEMENT

**Access** - The inspector will access the sewer mainline from the standard 3"/4" sewer access points. (Ground level clean-out, sewer roof vent)

**Inspection** - The inspector will walk the property to find the access point/s. Using a sewer inspection camera, the inspector will record the main sewer line from under the slab, out to the city connection, as long as access is available. The inspector will not observe every square inch of the sewer system and may fail to see or note a defect. Defects may exist that cannot be detected by visual inspection only.

**Sewer Inspection Report** - A narrated video/s and written report is a summary of observations and unbiased opinions based on the experience of the inspector. The report will be emailed to the client and clients agent. The inspector will relay visual observations of the sewer mainline and property.

The inspector and his/her employees or agents shall not be held liable for the cost of repairing any defects or deficiencies, whether present at the time of the inspection or arising in the future, or for any consequential property damage or bodily injury of any nature.

The Inspection and Inspection Report in no way lessens the risk or likelihood of repairs or replacements being needed at any time in the future. Defects may exist that cannot be detected by visual inspection only. The inspection and Inspection Report DO NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY KIND, EXPRESSED OR IMPLIED.



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## **Dispute Resolution**

**CONTACT:** Should you have a complaint about the inspection prior to any alteration, repair, or replacement, you agree to contact us within 30 days of the date of the inspection to permit us to evaluate the condition(s) which gave rise to your complaint in an effort to try to resolve them. ARBITRATION: Except in the case of non-payment of fees, disputes which cannot be resolved informally shall proceed to binding arbitration conducted in accordance with the construction industry rules of the American Arbitration Association, except that the parties shall select an arbitrator who is familiar with the real estate inspection profession. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court and shall follow the substantive rules of law, applying Arizona law. The cost of arbitration shall be shared equally. STATUTE OF LIMITATIONS: The parties agree that no action may be brought to recover damages against us more than one year after delivery to you of the Sewer Scope Inspection Report. The party signing this Agreement represents that they have full authority to enter into this Agreement. If this Agreement is signed by a third party on behalf of the property owner, the person signing this Agreement expressly represents to us that they have the full authority to execute this Agreement on behalf of the property owner and to fully bind the property owner to all the terms and conditions herein.

The client acknowledges that they have read this Agreement, fully understand the Agreement, agree to be bound by the Agreement, including the terms, conditions, and limitations described above, and have received a copy of this Agreement.