



Inspection Agreement

Client:

Name: _____

Phone: _____

Email: _____

Property to be inspected:

Address: _____

Date of Inspection: _____

Inspector:

Detailed Home Inspections LLC

2100 S. Gilbert Rd. suite 22

Chandler, AZ 85286

480.567.8597

City: _____ Zip: _____

Inspection Fee: _____

This agreement made this ____ day of _____, 2022, by and between Detailed Home Inspections, LLC, (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the Parties" The Parties understand and voluntarily agree as follows:

- INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not compromise the bargained-for report. The report is only supplementary to the seller's disclosure. The comments in this report may contain references to specific building codes or standards of practice but should not be construed as having any authority or be considered applicable to the specific defect in question. In all cases, a licensed contractor or municipal code employee should be considered the appropriate authority. INSPECTOR assumes no liability for comments used in this report.
- Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspections in accordance to the current ARIZONA STANDARDS OF PROFESSIONAL PRACTICE FOR ARIZONA HOME INSPECTORS. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. Client accepts and consents to such limitations, exceptions, and exclusions.
- The inspections and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability, or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.
- The CLIENT agrees that any third-party representation or observations are not to be construed as having any responsibility for the content of this inspection. The INSPECTOR is solely responsible as outlined in this agreement.
- INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, cost of defense or suit, attorney's fees, and expenses and payments arising out of or related to the inspection or report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
- INSPECTOR does not perform engineering, architectural, electrical, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and therefore is qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing or noted here:
- The inspector shall not be required to inspect any structure, system, or component of the Inspected Property that is inaccessible, concealed, obstructed, damaged (Including hail or storm related), or cannot be inspected due to circumstances beyond control of the Inspector, items the customer has chosen not to be inspected, or anything not physically a part of or connected to the dwelling structure. Including but not limited to outside entertainments areas, barbecues, fireplaces, L/P tanks, yard structures and features, yard sheds, above ground spas, fish ponds etc. The Inspector shall not be required to report in the possible presence of or danger from any harmful substances and environmental hazards including but not limited to Radon gas, lead based paint, asbestos, urea formaldehyde, Chinese drywall, toxins or chemical, airborne particles including mold, also excluded are the inspection of wells, septic systems, low voltage systems including communications, alarms, fire systems and safety equipment. Also excluded are the presence of rodents, vermin or any type of insects.
- CLIENT understands and agrees that by signing the Agreement, and or accepting the "Inspection Report" the maximum. Full and complete recovery of any and all claims of action will be limited to a refund of the inspection fee. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.
- The Parties agree that any litigation arising out of Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. IN the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.
- If any court declares any provision of the Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the Parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise or INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the Parties. This Agreement shall be binding upon and enforceable by the Parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from date of the inspection.
- Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and other expenses incurred in collection due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or other business entity, the person signing the Agreement on behalf of such entity personally guarantee payment of the fee by the entity.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

By executing the agreement, you are indicating that you are the CLIENT or are acting as an agent of the CLIENT and have authority to execute the Agreement on their behalf.

Client Signature: _____

Inspector Signature: _____

Date: _____

Date: _____

Client Signature: _____

Inspector Printed Name: RORY WEST

Date: _____

License Number: 69615

Payment by: Cash: _____ Check: _____ Card: _____