



Affordable Inspections LLC. Contract Agreement Affordable Inspections Firm # 17373-0
Tom Rider AZ lic. # 43778 Norm Peery AZ lic. # 38470 Brenda Jankowski lic. # 41487
Joel Powell AZ lic. # 45095 George Butler lic. # 58349 Brandon Johnson lic. # 65392
Jeff Tompkins AZ lic. # 66189
This is a legally binding document.

CLIENT NAME _____ ADDRESS _____
 Home Inspection fee _____

This inspection is done according to the AZ Standards of Practice set forth by the BTR.

I/We (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by Affordable Inspections LLC Firm # 17373-0, (Inspector), for my/our sole use and benefit. I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have.

SCOPE OF INSPECTION

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with generally accepted standards of practice, a copy of which is available upon request.

OUTSIDE SCOPE OF INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION:

Specific components noted as being excluded on the individual systems inspection forms
 Private water or private sewage systems, Saunas, steam baths, or fixtures and equipment, Fire sprinklers, irrigation, radio controlled devices, low volt systems, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls, Water softener, purifier systems or solar heating systems, furnace heat exchangers, freestanding appliances, security alarms or personal property, adequacy or efficiency of any system or component, prediction of life expectancy of any item, building code or zoning ordinance violations, geological stability or soils condition, structural stability or engineering analysis, termites, pests or other wood destroying organisms, asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards, building value appraisal or cost estimates, condition of detached buildings, angle stops or valves subject to leaks if used, pool or spas bodies and underground piping, laundry room drains and hose faucets which are also subject to leaks, non-installed appliances and fixtures such as refrigerators, freezers, ice makers, wine coolers, etc.

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, client must do so at client's expense.

Client acknowledges that they have read 2 pages and understood all the terms, conditions limitations and scope of inspection of this contract and voluntarily agrees to be bound thereby and agrees to pay the fee listed above:

Customers Signature _____ Date of inspection _____

A HOME INSPECTION is not a home warranty, guarantee, or insurance of any kind. It is not a substitute for a seller's disclosure statement or a pre-closing walk through.

It does not replace insurance to protect against deterioration of SYSTEMS or COMPONENTS. Contact your real estate professional, insurance agent, or lender for information about this type of insurance.

1. CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD INSPECTOR HARMLESS FROM ANY THIRD PARTY CLAIMS ARISING OUT OF CLIENT'S UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT.
2. IN THE EVENT OF A BREACH OR FAILURE OF THE FOREGOING WARRANTY, CUSTOMER AGREES THAT THE LIABILITY OF COMPANY AND OF ITS AGENTS, EMPLOYEES, AND INSPECTORS FOR CLAIMS OR DAMAGES, COSTS OF DEFENSE AND SUIT, ATTORNEYS' FEES, OR EXPENSES AND PAYMENTS ARISING OUT OF OR IN ANY WAY CONNECTED WITH ERRORS OR OMISSIONS IN THE INSPECTION OR THE INSPECTION REPORT SHALL BE LIMITED TO LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO ALL AMOUNTS PAID FOR THE INSPECTION TO COMPANY BY CUSTOMER. CUSTOMER AGREES TO INDEMNIFY AND HOLD COMPANY HARMLESS FOR ALL DAMAGES AND LIABILITY INCURRED BY COMPANY, INCLUDING LIABILITY FOR NEGLIGENCE, EXCEPT AS SPECIFICALLY PROVIDED ABOVE.
3. Customer acknowledges the liquidated damages are not intended as a penalty but are intended (I) to reflect the fact that actual damages other than the full Contract amount may be difficult and impractical to ascertain; (II) to allocate risk among Company and Customer; and (III) to enable Company to perform the inspection at the stated inspection fee. In the event of the tender by Company of a refund of the inspection fee, such refund shall be full and final settlement of all present and future claims and causes of action and Company shall be thereupon generally and fully released.
4. CUSTOMER HEREBY EXPRESSLY WAIVES ANY CAUSE OF ACTION AGAINST THE INSPECTOR PERSONALLY, EXCLUDING SOLELY WILLFUL MISCONDUCT, AND AGREES TO LOOK SOLELY TO COMPANY FOR ANY AND ALL LIABILITY RELATED TO THE INSPECTION INCLUDING THE NEGLIGENCE OF THE INSPECTOR. CUSTOMER HEREBY AGREES TO INDEMNIFY THE INSPECTOR PERSONALLY FOR ANY AND ALL CAUSES OF ACTION, INCLUDING COSTS OF DEFENSE AND ATTORNEYS' FEES, RELATED TO OR ARISING FROM ANY CLAIM BROUGHT BY CUSTOMER AGAINST THE INSPECTOR.
5. IN THE EVENT CUSTOMER HAS A CLAIM OF A BREACH OR FAILURE OF WARRANTY, MISREPRESENTATION OR NEGLIGENT INSPECTION, CUSTOMER SHALL PROVIDE COMPANY WITH THREE WORKING DAYS TO RE-INSPECT THE COMPONENT OR ITEM BEFORE CUSTOMER REPAIRS OR REPLACES THE COMPONENT OR ITEM (unless the repair or replacement is of an urgent nature, in which case Customer shall notify Company within three (3) business days and retain all parts and materials for inspection by Company within 30 days). This right of re-inspection is to protect Company and Customer from the business practices of some contractors who base their recommendations to repair or replace components on incorrect, false, or misleading information. IF CUSTOMER FAILS TO COMPLY WITH THIS NOTIFICATION REQUIREMENT OR TO HONOR COMPANY'S RIGHT TO RE-INSPECT, CUSTOMER WAIVES ANY CLAIM AGAINST COMPANY WITH RESPECT TO THE COMPONENT OR ITEM.
6. In the event any dispute arises regarding this Contract or the contents of the Inspection Report, it is agreed that Customer shall provide Company with a detailed written statement of the dispute and thereafter all parties shall attempt, in good faith, to settle such disputes between themselves. In the event such attempts fail to resolve such disputes, prior to the filing of any legal action by the Customer, the Customer shall submit to Company written notification and Customer's intent to file a legal action, and Company shall have thirty (30) days to submit the dispute to binding arbitration in (Maricopa County). Such arbitration shall be conducted in accordance with the Construction Industry Rules of the American Arbitration Association (or other appropriate entity), except for the rules pertaining to the arbitrator selection. The parties submitting the dispute shall appoint an arbitrator by mutual agreement who is knowledgeable in and familiar with the home inspection industry and who will follow substantive rules of law. Each party further agrees to pay its own arbitration costs. Any award made by the arbitration shall be enforceable as a judgment in any court of competent jurisdiction. IN THE EVENT OF ANY JUDICIAL PROCEEDINGS, THE PARTIES KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.