



Ameripro Home Inspections
 All Phoenix and San Diego Cities
 (623) 337-7926 Phoenix (760) 855-5712

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT... PLEASE READ CAREFULLY.

Client:	Report #:
Address:	<u>Subject Property</u>
City/State/Zip:	

I/We (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by Ameripro Home Inspections, (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.

Initial Here _____

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
- Radio-controlled devices, 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
- Pool or spas bodies and underground piping

(Some of the above items may be included in this inspection for additional fees - check with your inspector)

**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.**

I HAVE READ AND AGREE TO THE ABOVE SCOPE OF INSPECTION.

Client:

Report #:

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CONFIDENTIAL REPORT: The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the inspection report.

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.

SEVERABILITY: Should any provision of this contract be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect, unimpaired by the courts' holding.

ARBITRATION: Any dispute concerning the interpretation of this Agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved between the parties by BINDING ARBITRATION conducted in accordance with the rules of the American Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry or

Initials _____ Initials _____

The parties hereto shall be entitled to all discovery rights and legal motions as provided in the California Code of Civil Procedure. The arbitrator shall apply the substantive and procedural laws of the State of California to all issues submitted in the arbitration proceeding. The award of the arbitrator shall be final, and a judgment may be entered on it by any court having jurisdiction.

GENERAL PROVISIONS: This inspection contract, the real estate inspection, and the inspection report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. The real estate inspection and inspection report are not a substitute disclosure for real estate transactions which may be required by law. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company, or its officers, agents or employees more than one year after the date of the subject inspection. Time is expressly of the essence herein. THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.

In the event Client discovers a material defect or other deficiency that was not identified and reported by Inspector, Client shall so notify Inspector in writing and allow Inspector and/or Inspector's designated representative to re-inspect and document the condition(s) of the material defect or deficiency prior to making any repair, alteration or replacement to said material defect or deficiency.

The written report to be prepared by Inspector shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the Inspector prior to issuance of the written report. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their heirs, successors and assigns. This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.

Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this Agreement is executed on behalf of Client by any third party, the person executing this Agreement expressly represents to Inspector that he/she has the full and complete authority 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.

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

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA REAL ESTATE INSPECTION ASSOCIATION (CREIA). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE LEGAL ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. USE OF THIS FORM DOES NOT GUARANTEE THAT THE USER IS A QUALIFIED INSPECTOR MEMBER OF CREIA. TO LOCATE A QUALIFIED CREIA INSPECTOR CALL 800/388-8443 OR WWW.CREIA.COM © 1999-2000 CREIA All Rights Reserved. CREIA IS A PUBLIC-BENEFIT, NONPROFIT ORGANIZATION.

Signed: _____ Date: _____

ADDITIONAL SERVICES:

Signed: _____ Date: _____

TOTAL INSPECTION FEE:
TOTAL INSPECTION FEES:

Signed: _____ Date: _____

Inspector

PAYMENT: