Checklist Inspections

90 N William Dillard Dr Suite C109 Gilbert Arizona 85233
480.361.8120

VISUAL INSPECTION DEFINITIONS AND LIMITATIONS:

1. The Client understands and agrees that this Agreement is part of the Inspection Report and acceptance of or payment for the Inspection Report by the Client will confirm this agreement, even if Client was not present at the inspection and/or has not signed the agreement.

2. The Client understands that this report and any information therein is intended for the use of the Client and shall not substitute for, replace or be used in lieu of any required Transfer Disclosure Statements and shall not be disclosed to any person or persons other than the parties to the transaction for which this inspection report was ordered.

3. Nothing in the Inspection Report, and no opinion of the Inspector, shall be construed as advice to the Client to purchase, or not to purchase, the property. The report is the professional opinion of the inspector, based on the accessibility of certain fixed components surveyed. Without dismantling parts of the building and / or its components, and without full use of the structures utilities, the inspector may extrapolate conclusions which cannot be confirmed during the inspection.

4. The Visual Inspection Service (The Home Inspection) is performed in accordance with the Standards of Professional Practice for Arizona Home Inspectors and according to these standards, is intended to provide the Client with a better understanding of the property conditions as observed at the time of inspection. The specific systems and components of a building required to be inspected are listed in these Standards of Practice. Though Checklist Inspections strives to be as thorough as possible, any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls or wall covering, floors or floor coverings, ceilings, furnishings or any other thing, is NOT included in this inspection. Client agrees to assume all the risk for all conditions, which are concealed from view at the time of inspection.

5. Several items may be inspected or noted by the inspector, but are NOT covered by or fall under the jurisdiction of the Arizona Board of Technical Registration such as: Latent or concealed defects: Environmental hazards or conditions, including, but not limited to, toxic, reactive, combustible, odors, noise, flood potential, electromagnetic fields, underground storage tanks, asbestos, radon gas, lead paint, urea formaldehyde, PCB's, water or air quality, environmental or health hazards: Structural, geological, soil or stability, survey, engineering, analysis or testing: Permit research or validation, code, or zoning violations: The examination of conditions related to animals, rodents, insects, mold and mildew, or the damage caused thereby: Radio controlled devices or low-voltage systems or relays: Security or intercom systems: Elevators, lifts or dumbwaiters: Thermostatic, time clocks or photoelectric controls: water softener or purifiers systems: Furnace heat exchangers, solar heating systems and freestanding appliances: Window coverings: Any item hidden from view or impractical to test: Any item or component not listed in the Standards of Professional Practice for Arizona Home Inspectors as an observation requirement: Any system or component, condition, or application noted in the report as not inspected, not determined, or not reported on. The examination or operation of any sewage disposal system or component including, but not limited to, septic tanks, and/or any underground system or portion thereof, or ejector pumps for rain or waste. Several items may be inspected by the inspector as a courtesy, but not covered by the AZBTR standards of practice such as; Landscape irrigation systems, built in vacuum systems, built in grills, Wood Destroying Organisms.

6. The Client agrees to submit to the inspection company, by telephone and in written form, any claims or complaints prior to taking any action thereupon, within two (2) business days of evidence of the problem

and to allow Checklist Inspections and inspector(s) five (5) business days to respond. Checklist Inspections must be allowed access to the property to evaluate these items before any corrective action is taken. The Client agrees and understands that any repairs and corrective action taken without consultation with Checklist Inspections relieves Checklist Inspections of any liability.

7. In the event of any dispute regarding the contract or the contents of the inspection report, it is agreed that all parties shall attempt, in good faith, to settle such disputes between themselves. Should no mutually satisfactory resolution be reached, parties agree to settle through and will be bound by arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Inc. Each party agrees to pay its own arbitration costs. Any award made through arbitration shall be enforceable as a judgment in any court of jurisdiction.

8. The Client understands Checklist Inspections does not offer any extended warranty, guarantee, or insurance as to the following: That all defects have been found or that the company will pay for repair of undisclosed, hidden, or covered structural defects. That any of the items inspected are designed and constructed in a good workman like manner. That any of the inspected items inspected will continue to perform in the future as they are performing at the time of inspection.

9. Checklist Inspections has an affiliation with a third-party service provider ("TPSP") to offer you the Concierge Service and a 90-Day Warranty. By entering this agreement, you (a) authorize your inspector to provide your contact information (including mailing address and email) to the TPSP, (b) waive and release any restrictions that may prevent the TPSP from contacting you (including by email), and (c) authorize the TPSP to contact you regarding helping you change over utilities, cable provider, and other services that may help you in the process of purchasing and moving into the home.

10. The Client agrees and understands that the maximum liability incurred by Checklist Inspections for errors and omissions in the inspection, including liability, of any inspector, owner, or employee of Checklist Inspections, if any, to the Client shall be limited to the amount of the fee paid for the inspection. The Client further agrees to a one (1) year statute of limitations to make any and all claims.

11. Pool & Spa Inspection – Conducted in accordance with the Standards of Professional Practice for the Inspection of Swimming Pools & Spas.

12. Checklist Inspections is licensed in Arizona to perform Termite Inspections – Governed by the Arizona Office of Pest Management (http://www.sb.state.az.us). This is not governed by the AZ Board of Technical Registration.

Client understands the above is a legal and binding contract. Checklist Inspections and its representatives recommends the Client seek competent legal advice before signing.

Buyer Signature_____
Date_____

Print Name_____