

# INSPECTION AGREEMENT

(Please read carefully)

**4Site Home Inspection LLC**

Jodon Hellwig, License #44153

4121 E. Coburn Dr., Flagstaff, AZ 86004



This agreement is made and entered into by and between 4Site Home Inspection, LLC, referred to as “Inspector” and \_\_\_\_\_, referred to as “Client”.

In consideration of the promise and terms of this agreement, the parties agree as follows:

1. The Client will pay the sum of \$\_\_\_\_\_ for the inspection of the “property”, being the residence, and garage or carport, if applicable, located at \_\_\_\_\_.
2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Only specified conditions adversely affecting the normally intended function or operation of a specified component or system are noted in this report. Maintenance or durability issues may be discussed but are not a part of the inspection. This report is intended as a guide to help the Client make an informed assessment of the overall condition of the property. However, it is not a substitute for a seller property disclosure statement.
3. The parties agree that the American Society of Home Inspectors (ASHI) Standards of Practice (the “Standards”) shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. Latent and concealed defects and deficiencies are excluded from the inspection. The Inspector will not conduct any destructive testing or dismantling; enter any area or perform any procedure which may damage the property or its components or be dangerous to the Inspector or other persons; operate any system or component that is shut down or inoperable or does not respond to normal operating controls; predict the life expectancy or future conditions of an item; provide cost estimates or correction methods.
4. The parties understand and agree that 4Site Home Inspection and its employees and agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the Client (see section 11). The Client further agrees that the Inspector is liable only up to the cost of the inspection.
5. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. **INSPECTOR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.**
6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
7. This Agreement represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona, and if that state’s laws or regulations are more stringent than the forms of the agreement, the state law or rule shall govern. If any portion of this agreement is unenforceable, all remaining portions will continue in full force and effect.
8. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; noise; geographical stability or soil conditions; security and fire protection systems; automatic gates; household appliances; humidifiers; paint, wallpaper and other treatments to interior walls, windows, ceilings and floors; recreational/ornamental equipment or facilities; detached buildings; pool/spa water purification systems (ozone generator/salt water, etc.); underground storage tanks; underground piping; energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; elevators and lifts; water wells; heating systems accessories; solar operated systems; heat exchangers; sprinkler systems; water softener or purification systems; central vacuum systems, telephone, intercom, cable TV, or low-voltage systems; antenna, lightning arrestors, load controllers; trees or plants; governing codes, ordinances, statutes and covenants and manufacturer specifications, recalls, EIFS. Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.
9. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.
10. The Inspection will not include an appraisal of the value or a survey, advisability of purchase, or suitability of the property for any specialized use. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. This inspection does not determine whether the property is insurable.
11. In the event of a claim of error or omission, the Client agrees to notify 4Site Home Inspection in writing within 10 business days of discovery. The Client agrees to allow Inspector five (5) days to re-inspect the system or component prior to repairing or replacing such item, except in emergency cases. Failure to do so shall constitute a waiver of the Client’s right to a claim.
12. In the event of any dispute regarding the contract or the contents of the 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, both parties agree to settle through arbitration with a recognized Arbitration Association familiar with the home inspection industry. 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.
13. Exclusions of systems normally inspected \_\_\_\_\_

I have read, understand and accept the terms, conditions and limitations of this inspection agreement.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Current Address: \_\_\_\_\_