

INSPECTION AGREEMENT The

CUSTOMER:

25935

85255

The PROPERTY TO BE INSPECTED: Address: _____ City

_____ Zip _____ Date of Inspection:

_____ Inspection Fee: _____

The INSPECTOR: Name
Central Home Inspections, Inc. Phone #
P.O.Box

Scottsdale, Arizona
(480) 481- 8388

This INSPECTION AGREEMENT is entered into by and between the above named customer (“Customer”) and Central Home Inspections, Inc., an Arizona Corporation (“Inspector”). The Inspector will perform a limited visual inspection of the physical dwelling structure only (“the Inspection”) at the above referenced address of the Property to be inspected (the “Inspected Property”) as defined within this Inspector Agreement (the “Agreement”). Any reference to the “Parties” shall mean both the Customer and Inspector, collectively.

RECITALS

WHEREAS, the Customers desired to have an Inspection of the Inspected Property; and WHEREAS, the Customer has engaged the Inspector to perform said Inspection; WHEREAS, the Customer is desiring an inspection Report (as defined in Articles 1.3 below) for his, her or their own personal use; and WHEREAS, the Parties wish for the Agreement to supersede and replace any and all other prior agreements or understandings between the Parties.

follows: ARTICLE I

AGREEMENT NOW THERFORE. The parties agree as

SCOPE OF INSPECTION 1.1 Scope of Inspection. The

Inspector will conduct an Inspection of the Inspected Property. The Inspection will be limited to accessible and exposed areas of the Inspected Property and only to those items that are present at the time of Inspection. Please refer to Article 2 for Inspection limitations, exceptions, and exclusions. 1.2 Purpose of Inspection. The Inspection is designed to identify the general features and material defects in the systems, structures, and components of the Inspected Property. Style, aesthetics, normal wear & tear, and cosmetics shall not be a determining factor in considering whether a structure, system, or component is defective. Systems will be operated only by the normal operating controls and as conditions permit. THE CUSTOMER UNDERSTANDS THAT THE INSPECTION IS NOT INTENDED TO BE TECHNICALLY EXHAUSTIVE and is advised to consult an expert in field of expertise for further evaluation. Maintenance items may be discussed and some noted as a courtesy to the Customer; however, Customer is not to rely or expect such discussion to occur and is encouraged to seek maintenance review by those qualified professionals who routinely provided maintenance checkups or reviews of systems, structures, and components or the like of the Inspected Property. 1.3 Inspection Standards. The Inspector will be conducted in accordance with the Arizona American Society of Home Inspectors Standards of Practice and Code of Professional Conduct as amended from time to time, (the “Arizona ASHI Standards”). Within a reasonable time after the Inspection is completed, Inspector will generate a report for the sole and personal use of the Customer (the “Inspection Report”). The Inspector shall follow the Arizona ASHI Standard as the standard for what is to be included or not included in the Inspection and Inspection Report. ARTICLE

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LIMITATIONS, EXCEPTIONS, AND EXCLUSIONS 2.1 Limitations. The Inspection

Report is not a warranty, guarantee, or insurance policy, nor should it be considered or relied upon as a substitute for the Seller Property Disclosure Statement, Buyer’s advisory or other seller disclosures. The Inspector reserves the right not to inspect any part of the Inspected Property, or any system, structure, or component thereof deemed unsafe or inaccessible by the Inspector. 2.2 Exceptions. 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 the 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 barbecues, fireplaces or other solid fuel or gas appliance, mechanical equipment related to pools or spas, yard structures and features etc. The Inspector shall not be required to Report on the possible

presence of or danger from any harmful substances and environmental hazards including but not limited to radon gas, lead paint, asbestos, urea formaldehyde, Chinese drywall, toxins or chemicals, air borne particles including mold. Also excluded are the Inspection of wells, septic fields/systems, low voltage systems including communications & alarm systems, central vacuum systems, water purification and softener systems, Yard watering and sprinkler systems, fire systems and safety equipment. Also exclude are the presence of rodents, vermin, or any insects.

2.3 Exclusions and Indemnity. Customer agrees that the Inspection and the subsequent Inspection Report is for the Customer's personal use only and nothing therein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party. Customer shall indemnify and hold harmless the Inspector or any agents and/or employees of the Inspector, from and against claims, damages, and losses, rising out of or resulting from the Inspection or Inspection Report which may or is relied upon by third parties, not otherwise Parties to the Agreement. 2.4 Limited Recovery. Customer 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 or causes of action will be limited to a refund of the Inspection Fee, as defined in Article 3.3; **IN NO EVENT SHALL THE INSPECTOR BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF THE INSPECTOR IS INFORMED ABOUT THEIR POSSIBLE EXISTENCE.** Customer shall bring such claim or cause of action within one (1) year from the date of the Inspection. Article 3

MISCELLANEOUS PROVISIONS 3.1 Agreement

Binding. The Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties hereto. 3.2 Savings Clause. If any provision of the Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of the Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

3.3 Inspection Fee. Customer shall pay to Inspector, prior to commencement of the Inspection, the sum indicted as the "Inspection Fee" at the top of the Agreement or may forfeit any discounts or coupons if applicable, and be subject to interest and/or late fees. 3.4 Captions. The captions of the various Articles and Sections of the Agreement are for convenience only and do not necessarily define, limit, describe or construe the contents of such Articles or Sections. 3.5 Disputes. In the event a dispute arises and cannot be settled between "Parties", it is agreed by both "Parties" to enter mediation or arbitration with a third party entity to resolve dispute. By executing the Agreement, you are indicating that you are the Customer or are acting as an agent of the Customer and have authority to execute the Agreement on their behalf.

By: _____
Signature of Customer or Agent

Date: _____
_____ Charge

By: _____ S
Signature of Customer or Agent

Date: _____ Paid by Check

_____ Visa or Master card Charge Card # and expiration Inspector:

INITIALS: _____

INITIALS: _____ I