

## INSPECTION AGREEMENT

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**CUSTOMER:**

Name \_\_\_\_\_  
Phone# \_\_\_\_\_

**INSPECTOR:**

Central Home Inspections, Inc.  
P.O Box 25935  
Scottsdale, Arizona 85255  
480-734-0246

Property To Be Inspected:

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Date Of Inspection: \_\_\_\_\_ Inspection Fee: \_\_\_\_\_

This INSPECTION AGREEMENT is entered into by and between the above named customer ("Customer") and Central Home Inspections, Inc. (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 Inspection agreement (the "Agreement"). Any reference to the "Parties" shall mean both the Customer and Inspector, collectively.

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**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 Agreement to supersede and replace any and all other prior agreements or understandings between the parties.

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AGREEMENT: NOW THEREFORE, the parties agree as follows: **SCOPE OF INSPECTION**

**ARTICLE 1**

1.1 Scope of Inspection. The Inspector will conduct an Inspection of the Inspection 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 and 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 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 provide maintenance checkups or reviews of systems, structures, and components or the like of the Inspected Property.

1.3 Inspection Standards. The Inspection will be conducted in accordance with the:

ARIZONA STANDARDS OF PROFESSIONAL PRACTICE FOR ARIZONA HOME INSPECTORS

**ARTICLE 2                    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 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 entertainment areas, Barbecues, Fireplaces, L/P tanks, Yard structures and features, yard sheds, above ground Spas, fish ponds etc. The Inspector shall not be required to Report in the possible presence of or danger from any harmful substances and environmental hazards including but not limited to Radon gas, lead based paint, asbestos, urea formaldehyde, Chinese drywall, toxins or chemical, air borne particles including mold, also excluded are the Inspection of wells, septic systems, low voltage systems including communications, alarms, fire systems and safety equipment. Also excluded are the presence of rodents, vermin or any type of 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 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 and assignee's 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 the Inspector, prior to the commencement of the Inspection, the sum indicated as the "Inspection Fee" at the top of the Agreement or may forfeit and 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 to execute the Agreement on their behalf.

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.

Customer Signature \_\_\_\_\_  
Date \_\_\_\_\_

Inspector Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Inspector printed name \_\_\_\_\_  
License # \_\_\_\_\_

Customer Signature \_\_\_\_\_  
Date \_\_\_\_\_

Payment By Check \_\_\_\_\_ Charge Visa or Master Card \_\_\_\_\_ MM/YY \_\_\_\_\_