

Sherlock Homes Inspection Service LLC Inspection Agreement

THIS IS A LEGALLY BINDING CONTRACT - PLEASE READ IT CAREFULLY

Address: 1234 MyStreet, Phoenix, AZ

Report Number: 1234010110

VISUAL INSPECTION DEFINITIONS AND LIMITATIONS:

This agreement represents a binding Agreement between the undersigned Client, hereafter "Client" and Sherlock Homes Inspection Service LLC, hereafter "Inspector" for the inspection of the structure and components (as defined and limited below) located at the address above.

1. SCOPE OF INSPECTION:

A. **GENERAL PROCEDURAL LIMITATIONS:** This inspection is a LIMITED VISUAL EXAMINATION of certain accessible systems and components of the structure(s) ("Property") at the above common address to identify certain conditions of the Property in accordance with the requirement of the Arizona Board of Technical Registration (BOTR) "Standards of Practice" a copy of which is provided with this agreement as Standards of Practice. The inspection and Inspection Report is to give you selected but not exhaustive information about the condition of the certain systems and components of the property at the time of the inspection. Places or components of inspection not specifically listed and specifically reported upon are not examined or part of the Inspection Report and no opinion is expressed upon them by their omission. Limitations contained in the Inspection Report are incorporated by this reference. Some types of components may only have a representative sample are selected at random and not by any other means. The inspection will NOT include examination of any component which requires plugging in, installation, destruction or disassembly or is inaccessible without moving something or clearing a way to it or which requires any physical risk to the Inspector. Client assumes the risk for all conditions which are concealed from view at the time of the inspection or are outside the inspection scope.

B. **GENERAL OPINION LIMITATIONS:** The limits, above, are incorporated. In addition, whether or not concealed, the following are outside the scope of this inspection: Cosmetic or subjective defects; building code or zoning ordinance violations; geological stability or soil condition; flood potential determination; structural certification or engineering analysis; presence/damage caused by termites, pests, fungi or dry rot; building value appraisal; insurability of property; cost estimates; specific components noted as being excluded in the inspection report; systems shut down or inactive; private water or sewage systems or any component thereof; common areas; buried piping; irrigation, sprinklers, drip and bubbler systems, or any component thereof; fountains; shower pans; saunas; mist systems; steam baths and equipment; ponds; outbuildings of any kind except garage or carport; landscaping; playground equipment; buried or not visible foundations; BBQ's; radio-controlled devices; automatic gates; elevators; central vacuum systems; load control devices; audio/alarm/intercom systems; thermostatic, motion, light sensitive, and time clock controls; telephone or television systems; security/display lighting; water conditioners or circulating devices; ejector pumps for rain or waste waters; solar systems; fire sprinklers and piping; hidden moisture or the hermetic seal of dual-glazed windows and skylights; sink/tub overflows; heat exchangers; freestanding appliances, or other personal property; gas fired cooling systems; humidifiers; electronic air cleaners; environmental conditions such as asbestos, radon, formaldehyde, lead, water pollutants, mold/fungus, sick building syndrome, air quality, toxic or flammable substances, electromagnetic fields, fire resistive qualities, acoustical or other nuisance characteristics; adequacy or efficiency of any system, or prediction of life expectancy; verification of compliance with installation guidelines; manufacturer's recalls. The inspection will not include any area that has access or clearance less the twenty-four inches in any direction or is not safely accessible from a fourteen foot ladder.

C. **AMENDMENTS TO THE REPORTS AND OTHER EXPERTS:** The inspection report is reviewed for completeness and accuracy; however, Client understands and agrees that Inspector reserves the right to modify/ amend the inspection report within 48 hours from the date of report delivery. If Inspector recommends consulting other specialized experts, Client is responsible for whatever could have been determined from consultation with those other experts had Client contacted them as recommended. Inspector is not responsible for the advice of other experts or consultants contacted by Client.

D. **PURCHASE CONTRACT SCOPE OF INSPECTION:** Client may be in the process of selling or purchasing the Property by use of a written agreement which contains a clause setting forth the scope of the inspection allowable to the Client and that scope may be extensive. Inspector is not a party to that agreement and thus notwithstanding that clause, Inspector is only inspecting to the extent and for those matters set forth in this agreement. Client should contact other vendors for all other inspections set forth in that clause.

E. **TO WHOM REPORT MADE:** Client represents that it is the person or entity who has the authority at law to engage the Inspector and to whom Inspector is to properly examine and provide an Inspection Report and to no other. Client warrants that Client has good right to give Inspector access to the Property. Client is the only person to whom the Inspection Report and examination is made and to no other person or entity. All examinations and reports covered by this agreement are void as to all others than Client. Unless specifically authorized in writing by Inspector, the Inspection Report may not be circulated to any other person or entity for material use other than Client or it shall become void.

3. **WRITTEN REPORTS:** Client will receive a written Inspection Report. The Inspection Report contains the entire examination and findings on which the Inspector will render an opinion. As to anything not contained in the Inspection Report, the same are outside of the scope of the Inspection Report and are not opinioned upon by the Inspector. The inspection and Inspection Report are not intended to make any representation as to the advisability or inadvisability of purchase of the Property or the suitability for use.

4. NO WARRANTIES: The inspection report is not intended to be used as a guarantee or warranty, or an insurance policy of any kind, express or implied, regarding the adequacy, performance or condition of the property or any part of it.

5. LIABILITY: Client agrees that the maximum liability for the Inspector, its employees or agents for any claim whatsoever, inclusive of matters arising from the inspection or outside of the inspection, is limited to an amount not to exceed twice the fee charged and paid for the inspection service. There will be no recovery for damages or any other relief other than this liquidated remedy. The Inspector assumes no responsibility or liability for damages outside of this limitation, whether property, financial or bodily injury or fatality, regardless of the cause. Inspector is not liable for the security and condition of the Property and its contents or premises at the time. Inspector has no liability whatsoever for Inspections or Inspection Reports not paid for by Client.

6. NOTICE OF CLAIM: In the event of any claim, the Client will give written notice thereof to Inspector within 30 days of discovery of the alleged claim, but in no event later than one (1) year after the date of the inspection, after which, by this agreement, the Client will be concluded just as though all statutes of limitations had run. Notice, to be effective, must be mailed certified mail to the Inspector at the address shown herein. IN NO EVENT SHALL THE TIME FOR COMMENCEMENT OF A CLAIM EXCEED ONE YEAR FROM THE DATE OF THE SUBJECT INSPECTION AND YOU AGREE TO THIS TERM THOUGH THE TIME PERIOD MAY BE SHORTER THAN OTHERWISE PROVIDED BY LAW.

7. MEDIATION/ARBITRATION: Unresolved disputes relating to this Agreement, the inspection, or the Inspection Report, except any claim for non-payment of fees to the Company, shall be settled in Arizona by Mediation or, if unsuccessful, by Binding Arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the arbitration award rendered may be entered in any court having jurisdiction. The prevailing party shall be awarded all of its attorney's fees, its costs associated with the arbitration inclusive of expert investigation, reporting and testimony fees, costs for Court Reporters and the like. The applicable law shall be the law of the State of Arizona. All Arbitration shall be in Arizona, upon which jurisdiction of all persons and subject matter is conferred.

8. CONFIDENTIALITY: All services are performed and Inspection Reports are prepared for the sole and exclusive use of the Client. The Inspection Report, or any portion thereof, is not intended to benefit any person not a party to this agreement, including but not limited to the seller of the real estate agent(s) involved in the real estate transaction. Notwithstanding the foregoing, Client understands that Inspector will collect, compile and use as a future professional inspection database conditions discovered with the Property during this inspection, including reports and photography and the Client will have no proprietary or other right or interest in that professional database. If the Client directly or indirectly allows or causes the Inspection Report or any portion thereof to be disclosed or distributed to any person or entity other than Inspector or Client, the Inspection Report is void and Client agrees to indemnify, defend and hold the Inspector harmless for any claims or actions based on the services or the report, brought by anyone.

9. SEVERABILITY: The parties agree that should any provision of this Agreement be determined to be void or unenforceable by a court of law or arbitrator, the remaining portions shall remain in full force and effect. If there is more than one Client as "Client," below, the Agreement binds all Clients.

10. ENTIRE AGREEMENT: This Agreement, and any attached, executed Addenda, contains the entire agreement between the parties and there are no other representations, warranties, or commitments, except as are specifically set forth herein. This Agreement supersedes any and all representations or discussions whether oral or written, if any, among the parties relating to the subject matter of this Agreement. Client agrees that it does not matter whether the agreement is signed before, during or after the Inspection and Inspection Report, it shall be binding and will supersede. This Agreement may be modified, altered or amended only if agreed to in writing and signed by the parties. This agreement binds and insures to the heirs, successors and assigns of the parties except, however, no Client benefit or burden of this agreement can be assigned and no part of the Inspection Report is a report to anyone other than the Client, personally. This is not a binding agreement until signed by all parties (Client) to it and a signed copy is received in its home office by Inspector.

11. REPORT SIGNATURE: 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 the 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.

12. COPIES OF AGREEMENT: This agreement can be signed in counterpart and by fax or other electronic or mechanical means and it shall be deemed properly signed and any copy thereof can be deemed original.

13. READING AND APPROVAL: The parties have read this agreement in its entirety and agree to all terms and conditions.

The Fee for the Visual Inspection and Report is: \$300.00

CLIENT: Bob and Mary Homebuyer SIGN HERE: X _____ DATE: X _____

INSPECTION COMPANY: Sherlock Homes Inspection Service LLC,

INSPECTOR: Joel Schmitz (sign) _____ Date: _____