

Desert Shark Home Inspections, LLC

P.O. Box 17573 Tucson, AZ 85731 Office (520)-403-0012

INSPECTION AGREEMENT

This is a legally binding contract that also limits our liability - please read carefully

PURPOSE AND SCOPE OF INSPECTION REPORT: to provide the client with a better understanding of the property condition as observed on the day of the inspection. The inspector will perform a general inspection of the primary home/building and primary parking structure and provide the Client and their Realtor with a written report. The report will describe the observed conditions and identify obvious "major" deficiencies of the buildings Structural Components; Exterior; Roofing; Attic; Crawl Spaces; Plumbing; Built-in kitchen Appliances; Heating; Cooling; Electrical; Interior; Insulation and Ventilation. The inspection is to determine whether or not an inspected and tested system or component (electrical, heating and cooling, plumbing, visible structural, etc.) appears to be functioning for which it was intended. Inspector is not responsible to find all defects with a system or component not functioning properly, what caused a defect, or determine all that may be wrong with that system or component. The Inspection and items inspected will be in accordance with "The Arizona Standards of Professional Practice for Home Inspectors" in the agreement. You should read this prior to accepting our services; it is viewable on line at azashi.org

VISUAL INSPECTION ONLY: Inspection is non-invasive and limited to items within the scope of the inspection that are visible and readily accessible at time of inspection. This inspection is limited to certain items and does not report on every aspect of the property, also some items are randomly checked. Inspector does not move furniture, personal items, ceiling tiles, insulation, vegetation, etc. which may impede access or limit visibility. Inspector is not required to start up or turn things on that are shut down, disconnected, not operable by normal controls, unplugged, not operable due to weather, do destructive measures, dismantle items, or deemed by the Inspector to likely involve risk to person or property. To those items not examined, have defects or deficiencies which are latent or concealed, or items or components not randomly checked - no opinion is passed as these are excluded from the inspection.

THIS GENERAL INSPECTION DOES NOT INCLUDES THE FOLLOWING: whether or not concealed, in addition the limits above are incorporated.

- Radon, formaldehyde, mold/fungus, lead, water pollutants, sick building syndrome, asbestos, electromagnetic fields, fire resistive qualities, acoustical or other nuisance characteristics, Toxic or flammable chemicals. Soil stability/ Air/ water/ noise evaluations, Presence/damage caused by termites, pest, rodents, dry rot fungus
- Chinese Drywall – inspector is not qualified to detect the presence of this (and its potential problems). Reference Consumer Product Safety Commission.
- Private wells, Septic systems: Rain water storage systems; Water conditioners, Circulating devices, Reverse osmosis; Solar water heating systems; Non visible gas, water and drain pipes; Fire sprinkler systems; Steam baths; Saunas; Shower pans; Sink/tub overflows; Washing machine; Washing machine drain lines and drainage; Dryers; Pressure testing of gas piping system; Gas leaks; Gas, water or any other shut-off valves; Determination of public or private water supply and waste disposal systems; Ejector pumps for rain or waste, Notification of product recalls, defects, or similar notices; Pet urine, smells or its location; Strange smells in house
- Remote control devices; low voltage wiring, Ancillary wiring systems and components such as telephone, cable, speaker, TV, Audio / intercoms / alarms, motion / sensor lights, security/ display lighting, remote controls, automatic timer controls, Measure amperage, voltage, or impedance
- Antennae; Roofs or areas not accessible from a 14-foot ladder; Attic's with insulation that covers wood and makes walking dangerous; Disturbance of insulation
- Landscape lighting, Irrigation/drip systems; Outdoor barbecue's and kitchens; Fire pits; Fences/ block walls/ gates; Automatic gates; Intermittent occurrences, Flood potential determination; Water falls; Fountains; Ponds; Mist systems; Landscaping, Spas, saunas, steam baths, swimming pools, exercise equipment, putting greens, entertainment items, playground equipment, etc.; Non-visible foundations, Detached structures / buildings (except primary garage or carport); Condition of Paint, Wall paper, Stains, Water Proffers / Sealers; Screening, shutters, awnings, Crawl spaces, attics with less than 24 inches of clearance,
- Central vacuum systems; Free-standing kitchen appliances, self-cleaning settings, clocks or timers, work and cleaning efficiencies.; Cosmetic items; Floor coverings, Carpet, Window coverings (blinds, draperies, etc.); Elevators, lifts or dumbwaiters, Adequacy or efficiency of any system or prediction of life expectancy
- Flues or chimneys not visible; humidifier or dehumidifier; electronic air filter; Solar heating system; Heat supply adequacy, efficiency or distribution balance; Heat exchangers, Window / Wall Air conditioning units, gas fired cooling systems, Determination of draft characteristics; Defects under surfaces that look good.
- Engineering analysis of structural; Value appraisal, insurability, cost estimates; Permit research, validation, building code or zoning violations; Compliance for past or present building codes: Verification of compliance of installation guidelines; The causes of any deficiency; Any system or component not listed in the "Standards of Practice" of the Arizona Board of Technical Registration requirements; Any item noted as being excluded in the inspection report.

SPECIAL REQUEST for ABOVE ITEMS: this is not intended to limit the Client to items that are out of the scope of this General inspection. If you have a specific concern about something, the Inspection Company may be able to inspect those items when possible for an additional Fee. Or you can have them inspected by a qualified experienced professional during your inspection time period. In addition to these identified herein or excluded systems and components from the inspection. Should we, as a courtesy exceed any particle requirement set forth herein in one area, we shall not be obligated or required to exceed the requirements in other areas.

THIS INSPECTION IS GENERAL IN NATURE AND NOT TECHNICALLY EXHAUSTIVE: which requires specialists, more time, calculations, specialized testing equipment, or skills. An Extensive inspection may find additional or more problems than the General limited visual inspection performed by the inspector. Client who wishes a more Extensive / Technically exhaustive inspection should arrange for those services independently.

CLIENT NEEDS TO FURTHER INVESTIGATE THE PROPERTY'S DEFICIENCIES / CONCERNS: Client needs to consult with experienced appropriate licensed repair professionals to further investigate any defects, concerns, or recommendations noted in the report during your inspection time period.

COSMETIC, MINOR DEFECTS or DEFICIENCIES: may be noted or discussed as a courtesy but are not within the required scope of inspection. The inspection report is not to inform you about minor defects or tell you what it takes to make a used house / building to be in perfect condition

WRITTEN REPORT: the report is an "opinion" of the home inspector, our interpretation of what is good or poor may be different than yours. It shall be considered the final and exclusive findings of the inspector regarding the property. Client shall not rely on oral statements made by the inspector prior to issuance of the written report. The report does not contain what causes any defects or how to fix it. Inspection and report are not intended to make any representation as to the advisability of purchase of the property or suitability for use. Inspector and report is not a party to any clause setting forth the scope of inspection in a selling or purchase agreement. The Report will be released after full payment is made, or placed in escrow, and this signed agreement is received at the Inspection office.

AMENDMENTS TO REPORT: Client agrees that the inspector reserves the right to modify/amend the inspection report within 48 hours from the date of delivery.

Initial here _____

CLIENT SAFETY RESPONSIBILITIES: Client agrees to be responsible for Client, client representative, family and friend safety, any damages or injuries they incur while on the property. Use of all inspector's tools including ladders is prohibited as ladders or equipment can fail at any time due to age, not being set up properly or other causes.

LIMIT OF LIABILITY: The maximum liability for any claim arising from the inspection or outside of the inspection is not to exceed the fee paid for the inspection. There will be no recovery for damages or any other relief other than this liquidated remedy. The Inspector assumes no responsibility for damages outside 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. Inspector has no liability whatsoever for inspection or report not paid by client. Customer agrees to immediately accept a refund of the fee as full and final release settlement of this and any additional claims or liability.

NOTICE OF CLAIM LIMITATION PERIOD: In the event of any claim, Client agrees that no claim, legal action or proceeding of any kind can be commenced more than one (1) year from the date of the subject inspection. Notice, to be effective, must be mailed certified mail to the inspector's address shown herein. Failure to initiate a claim within this time period will be concluded as though all statutes of limitations had run; this will be deemed waived and forever barred. **CLIENT AGREES TO THESE TERMS THOUGH THE TIME PERIOD MAY BE SHORTER THAN OTHERWISE PROVIDED BY LAW.**

DISPUTE RESOLUTION and REMEDY LIMITATIONS: If the client has any dispute concerning interpretation of this Agreement or arising from this inspection and report except for non-payment of inspection fee. It shall be **REPORTED IN WRITING** and **BY PHONE CALL** to the inspector within 10 business days of discovery. Only after the inspector has received this written notice and phone call and confirmed it with you, the inspector shall review the area in question within 3 business days in considerations of parties' schedules. Unless there is an emergency of health or safety - Client agrees that no alterations, repairs, or replacement to the area will be made prior to a re-inspection by the inspector. If they are altered or repaired before said notice, re-inspection and a response from the inspector, you agree not to hold the Inspection Company or inspector responsible for any claims or payments and this will be deemed waived and forever barred.

LEGAL FEES / OTHER EXPENSES: If either party makes or files a dispute or claim against the other for actions arising out of the work performed under this contract and fails to prove all aspects of such claim, the party making the claim will pay the prevailing party all mediation or court fees, court attorney/solicitor fees, all cost associated with expenses incurred in the defense of the claim inclusive of expert investigation, report and testimony fees, court reporters and the like. Client agrees to pay all Inspection companies cost, legal fees, and expenses incurred in the enforcement of this agreement and in collecting of unpaid fees. A \$35.00 fee is charged for returned checks, denied credit card charges and is assessed at a rate of 24% per annum.

SEVERABILITY: If any court determines that any word or part of this contract is invalid or unenforceable, the remaining portions shall remain in full force and effect.

THIRD PARTY AFFILIATIONS: Desert Shark Home Inspections. LLC. may have an affiliation with third party service providers ("TPSP's") in order to offer value added services to Clients. Clients' signing this agreement authorizes our TPSP's to call Client at the numbers provided to Desert Shark Home Inspections. LLC. to discuss special services offers. Compensation or fee may be received from TPSP's for administrative / scheduling services provided by Desert Shark Home Inspections LLC. pertaining to this inspection.

USE BY OTHERS NOT ALLOWED: The inspection and report are prepared for the sole confidential and exclusive use and possession of the Client. Use or reliance upon the report or our services by any other parties, or for other transactions, is strictly prohibited. All examinations and reports covered by this agreement are void to all others than Client. Unless specifically authorized in writing by inspector, the report may not be circulated to anyone else or entity for material use other than Client or it shall become void. If the report is disclosed or distributed to any person or entity other than the Client, the report is void, and you agree to indemnify, defend and hold Desert Shark Home Inspections LLC. / Inspectors harmless for any claims or actions based on the services or report brought by a third party.

NO WARRANTY or GUARANTEE: It is **NOT** possible to find every defect during an inspection. The inspection is visual only and not technically exhausted. A risk remains that undiscovered problems exist, that all defects have not been found, and future problems will develop. There is no guarantee or warranty implied regarding the adequacy, quality, performance, occupancy or condition of the property now and in the future. Desert Shark Home Inspections LLC does not pay for repairs of these items

INSPECTION FEE: Is for the "time period reserved" for the Client, not for items inspected. Total fee is due once inspector has arrived at the property whether or not an inspection is performed. Fee is not prorated for # of items inspected. Additional fee is charged if client wants inspector to return to inspect any items not initially inspected at the scheduled time period reserved.

INSPECTION AGREEMENT / SIGNATURE: No change or modification shall be enforceable against any party unless such change or modification is agreed to writing and signed by both parties. Each party signing this Agreement warrants and represents to the inspector that he/she has full capacity and complete authority to execute this agreement on their behalf or Client's behalf. If a Client's Representative signs on behalf of the Client, it shall have the same effect as complete pre-inspection authorization by the Client and fully binds the Client to all the terms, conditions, limitations, exceptions and exclusions in this agreement. This can be signed in counterpart and by computer or mechanical means and it shall be deemed properly signed.

READING AND APPROVAL: By signing this Agreement, Client acknowledges that they have reviewed or read pages 1 & 2 of this inspection agreement in its entirety and understands and agrees to be bound by all terms and conditions, including (but not limited to) the limitation of liability, limitations period and legal fees. Client understands this is a "limited visual inspection" of only certain items per AZ state standards. To read all pages of the Inspection Report and supplemental information provided.

PROPERTY ADDRESS: _____ **City** _____ **Az, Zip (If Known)** _____

(X) CLIENT: (print) _____ **Inspection Fee** _____

(X) CLIENT: (sign) _____ **Additional Fee** _____

(One signature binds all clients, spouses, family, etc.)

(X) PHONE _____ **E-mail** _____ **DATE** _____ / **TIME** _____ **Total Fee** _____

(Received Insp. Agreement) (At time of Inspection)

[] Cash [] Credit Card: Visa _____, MC _____ Swiped _____ [] CK Number _____