



Alta Vista Inspection Services, Inc.

Serving Arizona since 1997

PO Box 17384, Fountain Hills, AZ 85269-0384

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CONTRACT AGREEMENT FOR INSPECTION SERVICES

PLEASE READ THIS AGREEMENT CAREFULLY

Name of Client(s): \_\_\_\_\_

Address of Inspected Property: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

Inspection Fee: Home Inspection + Pool/Spa Inspection (if requested) + Termite Inspection (if requested): \$ \_\_\_\_\_

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF INSPECTION Alta Vista Inspection Services (hereafter referred to as "Alta Vista") agrees to perform a visual inspection of the structure at the address listed above and to provide the Client with a written report of the findings. The inspection will address major visible components and systems such as: foundation, floors, walls, columns, ceilings, interior/exterior doors, windows, decks, balconies, exterior trim, vegetation (with respect to their effect on the building), grading, drainage, driveways, front entry, patios, walkways, retaining walls, fireplaces, chimneys, plumbing system, electrical system, heating & cooling equipment, roof covering, attic, attic insulation, built-in appliances, steps, stairways, railings, countertops, cabinets, venting for kitchens/bathrooms/laundry rooms, garages, garage door openers, kitchens and bathrooms. (Some limitations apply; see the Arizona ASHI "Standards of Professional Practice" and section 8 of this Inspection Agreement.) Pool/Spa inspections and Wood Destroying Insect ("Termite") inspections are available at additional cost. Any written or verbal comments about systems, items or conditions that are outside the scope of the inspection, are informal only and do not represent an inspection.

2. INSPECTION STANDARDS This inspection and written report will be performed in accordance with the "Standards of Professional Practice" as set forth by the Arizona Chapter of the American Society of Home Inspectors (ASHI)®, a copy of which is included as part of this agreement (also available online at www.avinspect.com) and its receipt is hereby acknowledged by the Client. Inspections performed according to these guidelines are intended to provide the customer with a better understanding of the condition of the property, as observed at the time of the inspection. The name of the Inspector and his/her AZ State Home Inspector Certification number will be included in the inspection report and are included in this Agreement by reference.

3. VISUAL INSPECTION The inspection and report is based on the observation of the conditions that existed at the time of the inspection only. The inspection is limited to readily accessible and visible systems, equipment and components. Conditions indicated in the report are the professional opinion of the Inspector only. If the Inspector recommends consulting other specialized experts, Client agrees to do so at Client's expense. Client is responsible for whatever could have been determined from consultation with those other experts, had the Client contacted them as recommended. The onsite inspection and written report are performed and prepared for the sole, confidential and exclusive use and possession of the Client; the report is not transferable. Alta Vista will not be held responsible for use or misinterpretation of the inspection report by third parties. In the event that a reinspection of the property is required, the terms and conditions herein shall apply to the reinspection. A separate fee will be charged for reinspections. The Client agrees that Alta Vista may release a copy of the inspection report, to the real estate agent(s) and/or other parties to the transaction, and may discuss the inspection report with them.

4. ALTA VISTA INSPECTION SERVICES 100 - DAY GUARANTEE In order to qualify for the Alta Vista Inspection Services 100 - Day Guarantee, the Client (or their designated representative) must: 1) Complete and sign the Alta Vista preclosing checklist within 36 hours before closing. 2) Mail a copy of the Alta Vista preclosing checklist to Alta Vista at PO Box 17384, Fountain Hills, AZ 85269 - 0384 within seven (7) calendar days of closing. Additional terms and conditions of the Alta Vista Inspection Services 100 - Day Guarantee are included in this contract by reference. A copy of the Alta Vista Inspection Services 100 - Day Guarantee is included with the inspection report, is available at the Alta Vista website: www.AVinspect.com, or may be mailed or faxed to the Client upon the Client's request.

5. AGREEMENT Client acknowledges by his/her signature that he/she has read this Agreement and understands its terms and conditions. This Agreement represents the entire Agreement between the parties. No change or modification shall be enforceable against any parties unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties, and their heirs, executors, administrators, successors and assigns. If any paragraph, clause, sentence or other part of this Agreement is for any reason held to be invalid or unenforceable in any respect, such a decision shall not affect the remaining portions of this Agreement, which shall continue in full force and effect. Client agrees that it does not matter whether this Agreement is signed before, during, or after the inspection and issuance of the inspection report, it shall be binding.

6. ACCEPTANCE OF TERMS AND CONDITIONS If the Client's Real Estate Agent or the Client's representative signs on behalf of the Client, it shall have the same effect as a complete pre-inspection authorization. Use or reliance on the findings of this inspection and report in any way binds the Client to the terms and conditions of the inspection agreement as noted herein. If this Agreement is signed by only one spouse/partner, a relative or other Client representative, that party represents that they have the authority of the Client's/other spouse/relative/partner to make this agreement.

Accepted By: \_\_\_\_\_ Date \_\_\_\_\_ Client or Authorized Representative Date

The terms and conditions on the reverse side are included by reference.

## CONTRACT AGREEMENT FOR INSPECTION SERVICES (CONTINUED)

**7. LIMITATION OF LIABILITY** If a dispute arises from the inspection, the Client agrees not to alter, modify or repair any disputed component or condition without Alta Vista first re-inspecting the situation. Failure of Client to provide Alta Vista with the opportunity to re-inspect before any repairs, alterations or modifications are made, shall result in the forfeiture of Client's right to claim/refund. The Client acknowledges and agrees, that in the event that Alta Vista, its employees or agents are found liable for any loss or damages resulting from a failure to perform any of its obligations, including but not limited to negligence, breach of contract, errors or omissions, or otherwise, the liability shall be limited to an amount not to exceed 100% of the fee paid for the inspection service. The liability limitation may be removed by Client electing in writing to have Alta Vista perform an exhaustive inspection under a separate agreement and scope of work at an estimated cost of 3 to 4 times that of the limited visual inspection described in this Agreement. The parties agree to settle any claim which may arise out of the performance of this Agreement, in Maricopa County, Arizona by mediation, or, if the matter is not resolved by mediation, by Final and Binding Arbitration in accordance with Arizona's Arbitration Act, A.R.S. 12-1501 et seq. In no event shall the time for commencement of a claim exceed one year from the date of the subject inspection and the Client agrees to this term although the time period may be shorter than otherwise provided by law.

**8. ITEMS AND SYSTEMS NOT INCLUDED IN THIS INSPECTION** The Client acknowledges and agrees that there is no representation that the inspection covers all of the structural conditions or other aspects of the structure. The inspection and report excludes and does not intend to cover: manufacturer's recalls, damage caused by termites/pests/fungi/dry rot/insects, pest control systems, the existence of pets or pet dander/urine, private water or sewerage systems, ejector pumps for rain or waste, solar systems, air conditioners when the outside temperature has been below 60° F within 24 hours, telephone or television systems, load controller systems, smoke detectors, fire protection systems, security systems, ceiling fans, the accuracy of thermostats or timers, heat exchangers, central vacuum systems, radio controlled devices, laundry appliances, kitchen appliances, wood and coal stoves, pre-fab and "zero" clearance fireplaces, chimney interiors, space heaters, BBQs, audio/alarm/intercom devices, irrigation/sprinkler systems\*, mist systems, back flow preventers, the presence or condition of polybutylene pipe/tubing/plumbing systems, buried piping, the efficiency of heating or cooling systems, humidifiers, electronic air cleaners, geothermal systems, gas logs, gas lights, fire stops, fire resistive qualities, elevators, common areas, any swimming pool\*, hot tubs\*, spas\*, pool/spa water purification systems, saunas, steam baths, shower pans, sink/tub overflows, water conditioners or circulating devices, water purity, landscape lighting, motion or photo-electric sensor lighting, security/display lighting, fountains, shrubs, trees or other landscaping, underground utilities, tennis courts, playground equipment or other recreational or leisure appliances, automatic gates, motorized doors/windows/window blinds/awnings, outbuildings\* or other structures; qualified experts of your choice should be consulted for these specialized areas and related information. Also excluded are all cosmetic conditions such as wallpaper, painting, carpeting, etc. \*Unless an additional fee has been paid specifically for inspecting these items.

The inspection and report do not address and are not intended to address the possible presence of, or danger from, allergic substances, asbestos, carcinogens, concealed insulation, soil contamination, geological conditions, flood potential determination, radon gas, lead paint, lead pipe or solder, urea formaldehyde, soil contamination, mold and/or mildew, and other indoor/outdoor pollutants, noise, electric and magnetic fields, toxic or flammable chemicals or materials, water or airborne related illness or disease, Chinese drywall, and all other similar or potentially harmful substances or conditions. The Client is urged to contact a competent specialist if information, identification or testing of the above is desired. This inspection and accompanying written report is not a compliance inspection for past or present governmental codes or regulations, nor any manufacturer's installation instructions, nor is it an engineering evaluation of any kind. The inspection and written report are not intended to reflect the value of the premises, the insurability of the property, nor to make any representation as to the advisability or inadvisability of purchase or the suitability for use.

The inspector cannot inspect any non-visible items or items that are not readily accessible, and the inspector is not required to move personal property, debris, furniture, equipment, carpeting or like materials, which may impede access or limit visibility. In addition, the inspector cannot inspect, operate, test or examine any item, system and/or equipment not in service or specifically prohibited by the Homeowner. The inspection is not intended to be technically exhaustive. Equipment and systems cannot be dismantled for the inspection. Any deficiencies and/or defects which are latent or concealed are excluded from the inspection. The inspector cannot light pilot lights, activate the main water valve, main gas valve, circuit breakers or main electric disconnect devices. The inspection is limited to areas that are readily accessible or safely accessible from a 14 - foot ladder. In the event that any device/area cannot be tested or inspected because the applicable utilities are not turned on, or the item/area is not accessible, it is understood that an additional fee may be charged for the inspector to return at a later time, test/inspect those items and revise the inspection report. If the Client requests that areas be inspected requiring a ladder over 14 feet in length, an additional fee will apply.

**9. PAYMENT** Payment is due upon completion of the onsite inspection. Alta Vista will charge the Client \$25.00 (plus any bank fees we are charged) if any form of payment is subsequently dishonored. Any fee not paid within 30 days of the onsite inspection will accrue a service charge of 1.5% per month (18.0% per annum) in addition to the inspection fee. The interest fees will accrue from the date of the inspection. In the event that an action is brought to recover any delinquent payment, dishonored checks, etc., Alta Vista shall be entitled to recover all reasonable expenses, including attorneys fees, and fees paid to collection agencies, to which Alta Vista is entitled.