

Thoreau Home Inspection

5910 E Camden Rd, Flagstaff, AZ 86004, Cell 928-226-8948

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“It’s not what you look at that matters....it’s what you see”

This Agreement is made and entered into on _____ by and between Thoreau Home Inspection, referred to as “Inspector” and _____, referred to as “Client”, with respect for the inspection of the “subject property”, being the residence, and a garage or carport, if applicable, identified as _____.

Property Inspection Agreement

Authorization; Presence of Client; Presentation of Findings; Binding Effect: Client hereby authorizes and contracts for Thoreau Home Inspection to perform a limited visual inspection of the Subject Property. The presence of the Client has been requested and is encouraged towards the end of the inspection to view a photo slideshow of the findings, visit areas of interest of the Subject Property and answer any questions the Client may have. The Client’s participation shall be at his/her own risk for falls, injuries, property damage, etc. This Agreement is binding upon Client, Client’s spouse, heirs, guardians, legal representatives, successors and assigns. Client warrants that Client has read this Agreement carefully, that Client understands that Client is bound by all of the terms of this Agreement, and that Client will read the entire Inspection Report upon receipt and will promptly call Thoreau Home Inspection (928-226-8948) with any questions they may have.

Property Inspection Report: Thoreau Home Inspection agrees to prepare a Home Inspection Report as documentation of the inspector’s observations resulting from her/his performance of the specified Scope of Inspection. The Home Inspection Report and its contents are intended for the exclusive use of, and are the **non-transferable** property of the Client. The Home Inspection Report is not to be considered an implied or express warranty on the Subject Property or its components concerning future use, operability, habitability, or suitability.

Inspection Fee: The Client agrees to pay the Inspection Fee of \$_____ for the inspection. (Plus a Fuel Fee of \$_____ if applicable, for a total of \$_____). If such payment is not received by the time of the Inspection, Client agrees that Thoreau Home Inspection may choose not to release the Report until payment is received.

Standard Terms and Conditions: The Standard Terms and Conditions printed on the last page and attached to this Agreement are a part of this Agreement and are incorporated by reference. Together, these documents represent the entire Agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this Agreement. In the event any provision is held to be unenforceable, it shall be severed from the Agreement document and the remaining provisions shall be fully enforced.

Scope of Inspection: The Scope of this inspection is to examine *visually*, the safely and readily accessible portions of the structural, roofing, plumbing, electrical, heating, central cooling, and permanently attached kitchen appliance systems and components of the Subject Property specified in this Agreement for conditions which are adversely affecting their normally intended function or operation within the limits set forth in this Agreement and the Home Inspection Report. Only the visible and safely and readily accessible portions of the systems and components specified in the Home Inspection Report shall be inspected. No other systems, items, components or appliances are included in this inspection. The inspection performed by Thoreau Home Inspection is supplemental to any real estate transfer or Seller’s Disclosure Statement and shall not be used as a substitute for such Disclosure Statements.

The Inspector will not light pilot lights, activate (turn on) the main water, gas or electrical controls/supplies, energize electrical circuits that are off, or operate any controls other than user controls that are normally operated by occupants. Client understands that in order to, 1) protect Client’s own financial interests, 2) maintain the safety of those in attendance during the inspection, and 3) allow the inspector to perform the inspection in compliance with the Standards of Practice cited in Paragraph 2.3 below, the inspector will not perform any act that may damage the property, including, but not limited to, moving any appliances, furniture or stored personal items, or disturb finished surfaces by probing, remove floor coverings or insulation or disturb vapor barrier materials in underbuilding crawl spaces, or elsewhere in the building.

This inspection will be conducted in compliance with the **Arizona Standards of Professional Practice for Home Inspectors** of the **American Society of Home Inspectors** (Standards of Practice) unless otherwise noted, and where conditions permit. A copy of the standards of practice *will* be included with your final report and is available on my website. This is *not* an Engineering Inspection. Thus, no engineering tests or measurements (such as measuring the slope of floors or vertical plane of walls) will be made. Client understands and acknowledges that detection (beyond limited *visual* observation) of, or testing for, environmental hazards including, but not limited to, allergens, asbestos, carbon monoxide or carbon dioxide gas, methane, propane, butane or any other flammable gases, lead based paint, molds and mildew, leakage of petroleum products from under or above-ground storage tanks, discharge of used automotive fluids into the soil, radon gas, toxins of any kind, urea formaldehyde foam, whether it/they be in the air, water or soil is beyond the scope any home inspection performed to these standards and **is specifically excluded** from this inspection and report. Since all home inspections are based upon *visual* observations made on one day during a limited time period, Thoreau Home Inspection cannot be responsible for any condition affecting any system or component that occurs *subsequent* to the inspection or is *intermittent and not detectable* during the inspection.

Excluded is any information pertaining to manufacturers' recalls of any component or equipment, as well as inspection of any systems or items not included in the Home Inspection Report, including but not limited to the following: swimming pools, saunas, spa, whirlpool, and hot tub systems, electrostatic precipitators or electronic air cleaners or filters, septic systems, private water systems or equipment, wells and well pumps, cisterns, ponds, fountains and other water features, water quality or volume, water conditioning systems, elevators, lifts, dumbwaiters, audio and video systems, central vacuum systems, fencing, landscaping, irrigation systems, active and passive solar systems, soils, security systems and wood destroying pests or organisms. Pool houses, cottages, barns, stables, outbuildings or other structures are not included in a standard home inspection but may be inspected upon request, in advance, for an additional fee.

Limited Warranty; The Client acknowledges that Thoreau Home Inspection warrants that its inspection services will be performed in accordance with the Scope of the Inspection only. **THIS IS A LIMITED AND NON-TRANSFERABLE WARRANTY AND IS THE ONLY WARRANTY GIVEN BY THOREAU HOME INSPECTION. THOREAU HOME INSPECTION MAKES AND CLIENT RECEIVES NO OTHER WARRANTY EXPRESS OR IMPLIED. ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. THIS STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF THOREAU HOME INSPECTION FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE INSPECTION AND DELIVERY AND USE OF AND RELIANCE ON THE REPORT. THOREAU HOME INSPECTION DOES NOT GUARANTEE THAT THE STRUCTURE INSPECTED WILL BE FREE FROM FAULTS OR DEFECTS. CLIENT WAIVES ANY CLAIM FOR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, EVEN IF THOREAU HOME INSPECTION HAS BEEN ADVISED OF DAMAGES.**

STANDARD TERMS AND CONDITIONS OF THE PROPERTY INSPECTION AGREEMENT

Inaccessibility and Non-Inspection: When inspection of any system or component is limited or is designated as not inspected due to inaccessibility or for any other reason, the Client must understand that conditions affecting the structure, systems or components may be present. Therefore, it is *strongly* recommended that the Client take additional measures to examine these areas or items.

Failure of Client to Sign Property Inspection Agreement: Client understands and agrees that if they are not present at the time of the inspection, and therefore do not sign this Agreement, that this Agreement will form a part of the Inspection Report and acceptance of the Inspection Report by Client shall constitute acceptance of all of the terms and conditions of this Agreement.

Dispute Resolution: In the event any dispute arises regarding this Agreement or the Home Inspection Report, it is agreed that all parties shall attempt, in good faith, to settle such disputes between themselves. In the event such attempts fail to resolve such disputes, any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this Agreement or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction. Client understands and agrees that in any such arbitration all of the provisions of this Contract shall apply.

Re-inspection Right: In the event that the Client has a claim of a breach or failure of warranty, or for negligent inspection of any component or item in the inspection, the Client shall provide the Inspection Company with three (3) working days in which to re-inspect the component or item before the Client repairs or replaces the component or item. This right of re-inspection is to protect the Inspection Company *and* the Client from the business practices of some contractors who base their recommendations to repair or replace components on false or misleading information. If the Client fails to allow the Inspection Company to re-inspect, the Client waives any claim against the Inspection Company with respect to the component or item.

Time Limit for Action: No action, whether in contract or tort, shall be brought against the Inspection Company in arbitration or a court of law beyond the earlier of six months following the date of the Property Inspection Report or 120 days after discovery by Client of the condition which forms the basis of the action. This time period may be shorter than other-wise provided for by law.

Attorneys' Fees and Costs: If a claim is made against the Inspection Company for any alleged error, omission or other act arising out of the performance of this inspection, and if Client is not awarded damages in an amount greater than the highest amount offered in settlement by the Inspection Company, Client agrees to pay all costs, attorneys' fees, arbitrator's fees and legal expenses incurred by the Inspection Company and its employees, agents, inspectors, directors, shareholders, successors and assigns in the defense of the claim.

Liability Limitation: In the event of a breach or failure of the foregoing warranty, or negligent inspection by the Inspection Company (excluding gross negligence or willful misconduct), Client agrees that the liability of the Inspection Company, and of its agents, employees and inspectors, for claims or damages, costs of defense and suit, attorneys' fees, and expenses and payments arising out of or in any way connected with errors or omissions in the inspection or the inspection report shall be limited to liquidated damages in an amount equal to the amount paid for the inspection by the Client. Client and Inspection Company acknowledge the liquidated damages are not intended as a penalty but are intended, (1) to reflect the fact that actual damages may be difficult and impractical to ascertain; (2) to allocate risk among Inspection Company and Client; and (3) to enable Inspection Company to perform the inspection at the stated fee. In the event of the tender by Inspection Company of any payment, such payment shall be full and final settlement of all present and future claims and causes of action and Inspection Company shall be thereupon generally and fully released.

Third Party Indemnification: The Property Inspection Report is not intended for use by anyone other than the Client. No third party shall have any right arising from this Agreement or the Property Inspection Report. In consideration for the furnishing of the Property Inspection Report, the Client agrees to indemnify and hold harmless the Inspection Company, its agents, employees, inspectors, directors, officers, shareholders, successors and assigns, for all costs, expenses, legal fees, awards, settlements, judgments, and any other payments of any kind whatsoever incurred and arising out of a law suit, cross-complaint, countersuit, arbitration, administrative proceeding, or any other legal proceeding brought by any third party who claims that he/she relied on representations made in such Property Inspection Report and was damaged thereby. Client's request that the Inspection Company release copies of the Property Inspection Report shall be at Client's risk with respect to the contents of this paragraph.

I acknowledge that I have read, understand, and accept the terms, conditions, and limitations as outlined in this Property Inspection Agreement, including its Standard Terms and Conditions, Fees, Scope of Inspection, Limited Warranty and Dispute Resolution.

Agreed and accepted for Thoreau Home Inspection

By: _____ Date: _____

Eric Kastanek, Owner, AZ BTR Certification# 58616

With the Client whose name and signature appears below:

Client Signature: _____ Date: _____

Print Name: _____