

Please complete this contract and fax (480-706-8566) or e-mail (mark@kinghomeinspectionsaz.com).

Please expedite – According to Arizona law we are to have a signed agreement prior to delivering the inspection report.

Inspection Agreement

**This contract limits our liability and supersedes all previous communications,
please read carefully**

Home Inspection Fee _____ Termite inspection Fee _____ Total _____

Customer _____

Property Address _____

Home Inspector _____ Lic # _____

I (customer) hereby request a limited visual inspection of the property at the above address to be conducted by King Inspection Services LLC 12110 S. Tomi Dr, Phoenix, AZ 85044, 602-550-1913 (company) for my sole use and benefit. I warrant that I will read the following agreement carefully. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have. I understand that I am bound by all the terms of this contract and that the inspection fees are immediately due and payable upon completion of the inspection.

Scope of the Inspection

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any systems or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with the "Standards of professional practice for Arizona home inspectors." A copy of which is available at http://www.btr.state.az.us/regulations/home_inspectors.asp the scope of the inspection is limited to the items listed within the report pages.

Outside the Scope of the Inspection

Whether or not they are 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; termites, pests, fungi, dry rot or other wood destroying organisms; 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 there of; common areas; buried piping; drip & bubbler systems; fountains; shower pans; saunas; mist systems; steam baths & 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; in-wall pest control 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; solar systems; fire sprinklers

Initial Here _____

& piping; hidden moisture or the hermetic seal of dual-glazed window 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, leak, water pollutants, mold/fungus, sick building syndrome, latent/hidden damage caused by termites; air quality, toxic or flammable substances; electromagnetic fields; fire resistive qualities; acoustical or other nuisance characteristics; adequacy or efficiency of any system, or predictions of life expectancy; verification of compliance with installation guidelines; Chinese drywall; manufacturers recall; property or area properties involvement in lawsuits. The inspection will not include any area that has access or clearance less than twenty-four inches in any direction or is not safely accessible from a fourteen-foot ladder.

Your inspector is a property inspection generalist and is not acting as a licensed engineer or expert in every trade. It is the Client's duty and obligation to exercise reasonable care to discover facts and provide protection regarding issues of property condition which are known to or within the diligent attention and observation of the Client. If your inspector recommends consulting other specialized experts, Client agrees to do so at Clients expense. Client is responsible for whatever could have been determined from consultation with those other experts had Client contacted them as recommended. Company is not responsible for the advice of other experts or consultants contacted by Client. Any items not specifically addressed in the written report are considered beyond the scope of this inspection and are excluded. No verbal statements or information provided as a courtesy by the inspector shall expand the scope of the inspection or take precedence over the inspection report. Any area, which is not exposed to view or is inaccessible because of soil, walls, floors, carpets, ceiling, furnishings, or any other items , is not include in the inspection. Items not addressed in the inspection report are to be considered not inspected and no opinion is expressed upon them by their omission. The inspection does not include any destructive testing, dismantling or plugging-in of disconnected components. Client agrees to assume the risk for all conditions that are concealed from view at the time of the inspection or are outside the inspection scope. This is not a warranty, guarantee, insurance policy or substitute for the seller property disclosure.

I have read and agree to the above scope of the inspection,

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Use by Others

The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the Client only. The report is not for use or to be relied upon by any third party. Possession of this report by any other purchasers of the property is strictly forbidden. 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. Client agrees to indemnify, defend and hold company harmless from any third party claims arising out of distribution of the inspection report without the specific authorization by the company in writing.

Limitation of Liability

Client agrees that the maximum liability for the company, its employees, subcontractors or agents for any claim whatsoever, inclusive of matters arising from the inspection or outside of the inspection, is limited to a refund of the fee charged and paid for the inspection service. Client agrees that there will be no recovery for damages or any other relief other than this sole and exclusive remedy. The company assumes no responsibility or liability for damages outside this limitation, whether property, financial, bodily injury or fatality, regardless of the cause or claimant. This liability limitation may be removed by electing to have a more detailed exhaustive inspection utilizing licensed engineers and specialty contractors under separate direction, contract and scope at an estimated cost 3 to 4 times that of a limited visual inspection. Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the subject property as limited herein above, shall be made in writing and reported to the inspector within ten business days of discovery. Client further agrees that, client or client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the inspector. Client understands and agrees that any failure to notify the inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question. 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 before one neutral with at least ten years of experience in construction law in Maricopa County, Arizona by Mediation or, if the matter is not resolved my mediation, by final and binding arbitration. Mediation and/or arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment upon an arbitration award rendered may be entered in any court having jurisdiction. In rendering any award the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of the state of Arizona. Each part shall bear its own legal fees and pay an equal share of the administrative and neutral fees regardless of the claim amount. 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.

I have read and agree to the above and decline having an exhaustive inspection performed.

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Ancillary Inspections

At the client's request, the company may perform ancillary inspections for a fee to identify the general features and major deficiencies of other aspects of the property under the same terms outlined in this contract. These ancillary inspections will not fall under the jurisdiction of the Arizona Board of Technical Registration. Examples of ancillary inspections are:

Pool/Spa inspection – Governed by the Arizona Board of Technical Registration.

Termite inspection – Governed by the Arizona Office of Pest Management.

Lawn sprinkler inspection – Not governed by the Arizona Board of Technical Registration.

Polybutylene

Please be advised that some homes built from the years 1978 through 1995 may have been plumbed with polybutylene plumbing. There have been documented issues with polybutylene plumbing and if it is present in your home it should be evaluated by a licensed plumber familiar with polybutylene plumbing. The purpose of this paragraph is to make you aware that there are some homes where your home inspector will not be able to determine if your plumbing is polybutylene. The only way to be sure if your home built between these years has polybutylene is to open the wall and visually inspect the plumbing.

I have read and understand the only way to be certain if this property has polybutylene plumbing is to open the walls and visually inspect the plumbing.

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Client and/or client representative(s) are responsible for their own safety during the inspection. Use of inspector's equipment is prohibited. Company specifically advises against entering dangerous areas or manipulating equipment. Client is responsible for security at the property and any damage caused to property components and systems resulting from the inspection. The inspection is performed for the purpose of informing the client of the condition of the property on the day of the inspection. If any stated limitation or standard is exceeded it is done solely at the inspectors option and does not void the terms and condition of this contract. The report contains technical information that may not be understandable to the layperson. If you have questions about any portion of the report it is your responsibility to consult with the inspector. Company is not responsible for report misunderstandings resulting from the failure to request a clarification. I agree to allow the release of a copy of the inspection report to the real estate agent(s) and/or other parties to the transaction.

Each party signing this agreement warrants and represents that he/she has the full capacity and authority by law to execute this agreement. If this agreement is executed on behalf of client by any third party, the person executing this agreement expressly represents to company that he/she has the full and complete authority to execute this agreement on client's behalf and to full and completely bind client to all of the terms, condition, limitations, exceptions and exclusions of this agreement. Use or reliance on the findings of this inspection and report in any way binds the client to the terms and limitations of the inspection as noted herein and within the aforementioned "Standards of Practice". This agreement shall be governed by the laws of the State of Arizona. The parties agree that should any provision of this agreement be determined to be void or unenforceable, the remaining portions shall remain in full force and effect. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability limitation is binding on client and client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through client. If there is more than one client as "client", this agreement binds all clients. This agreement may 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 an original. 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. If the “client” has not signed this agreement, the acceptance of this report shows agreement with all of the terms of this contract. All inspection fees are immediately due and payable upon completion of the physical inspection of the property. Charge for a returned check is \$25.00 and payments due are assessed interest at 24% per annum.

I have read, understand and agree to all terms and conditions of this contract. I agree to pay the inspection fee listed and read all pages of the inspection report including any supplemental information provided.

Customer _____ **Date** _____

Customer _____ **Date** _____