



HOME INSPECTION AGREEMENT

Peak Home Inspections of Northern Arizona
Tim Neal | 928-699-1896 | peakhomeinspectionnaz@gmail.com

CLIENT: _____

Phone: _____
Email: _____

INSPECTOR: Peak Home Inspections of Northern Arizona, LLC
Timothy Neal, Member-Manager
Po Box 1765
Flagstaff, AZ 86002
Phone: (928)-699-1896
Email: peakhomeinspectionnaz@gmail.com
License No.: 65413

PROPERTY ADDRESS: _____

INSPECTION FEE: \$ _____

INSPECTION DATE: _____

In consideration of the promise and terms of this agreement, the Inspector and Client agree as set forth below.

This Home Inspection Agreement contains the terms and conditions of the Client's contract with the Inspector for an inspection of the Property at the above address. By signing below, Client represents and warrants that Client has secured all approvals necessary for the Inspector to conduct the inspection of the property. Client also warrants they will read the entire inspection report when received and shall promptly call the Inspector with any questions or concerns Client may have regarding the inspection or inspection report. The parties acknowledge that the inspection is to be performed for the exclusive use and benefit of the Client, and the inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Inspector.

1. Inspection and Duties

Subject to the exceptions set forth in Paragraph 5, the Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. The parties agree that the American Society of Home Inspectors

Standards of Practice shall define the standard of duty and the conditions, limitations, exceptions and exclusions and are incorporated by referenced herein. Client agrees that, if the Inspector recommends further evaluation of a condition noted in the inspection report, that Client will do so before the end of any inspection contingency contained in any contract to purchase the subject property.

2. Disclaimer of Warranty

The parties agree and understand that the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. Client further understands that the inspection and inspection report do not, in any way, constitute a/an: (1) guarantee, (2) warranty of merchantability or fitness for a particular purpose, (3) express or implied warranty, or (4) insurance policy. Additionally, neither the inspection nor the inspection report are substitutes for any real estate transfer disclosures which may be required by law.

3. Notice

Client agrees that any claim arising from this Home Inspection Agreement must be made in writing to the Inspector within ten (10) days of discovery. Client further agrees to allow the Inspector the opportunity to re-inspect the property and the claimed discrepancy, with the exception of emergency conditions, before Client or Client's agents, employees or independent contractor repairs, replaces, alters or modifies the claimed discrepancy. Client understands and agrees that a failure to notify the Inspector as stated above shall constitute a waiver of any and all claims Client may have against the Inspector.

4. Liquidated Damages – Limited Liability Clause

The Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. Client acknowledges that the liability of the Inspector, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the Inspector's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the Inspector's, and this liability shall be exclusive. Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the Inspector and Client; and (iii) to enable the Inspector to perform the inspection at the stated fee.

5. Limitations, Exceptions and Exclusions

The Inspection limitations, exceptions and exclusions in the Standards of Practice are incorporated herein. The Inspection shall only include those systems and components expressly and specifically identified in the Inspection Report. Systems, items and conditions which are not within the scope of the inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards: pest infestation; noise; geographical stability or soil conditions; security and fire protection systems; automatic gates; household appliances; humidifiers; paint, wallpaper and other treatments to interior walls, windows, ceilings and floors; recreational/ornamental equipment or facilities; detached buildings; pool/spa water purification systems (ozone generator/salt water, etc.); underground storage tanks; underground piping; energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; elevators and lifts; water wells; heating systems accessories; solar operated systems; heat exchangers; sprinkler systems; water softener or purification systems; central vacuum systems, telephone, intercom, cable TV, or low-voltage systems; antenna, lighting arrestors, load controllers; trees or plants; governing codes, ordinances, statutes and covenants and manufacturer specifications, recalls, EIFS. The Inspector is not required to move any personal items or other obstructions, such as, but not limited to: throw rugs, carpeting, wall coverings, furniture, ceiling tiles, window coverings, equipment, plants, ice, debris, snow, water, dirt, pets, or anything that might restrict the visual inspection; offer or perform any engineering services; enter or access any area that may, in the inspector's opinion, be unsafe; enter crawlspaces, inspect under decks or other areas that may be unsafe or not readily accessible; do anything that may, in the inspector's opinion, be unsafe or dangerous to him/herself or others, or damage property, such as, but not limited to: walking on roof surfaces, climbing ladders, entering attic spaces, or negotiating with pets. The Inspection will not include an appraisal of the value or a survey, advisability of purchase, or suitability of the property for any specialized use and does not determine whether the property is insurable. Client understands that these systems, items and conditions shall be excluded from this inspection. Any general comments about these systems, items and conditions of the written report are information only and DO NOT represent an inspection. Clients agree to hold the Inspector harmless for any injury, health risk or damage caused or contributed to by these conditions.

6. Entire Agreement, Governing Law & Severability

This Agreement represents the entire agreement between the parties and there are no other agreements either written or oral between them. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be governed by Arizona law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

7. Dispute Resolution – Arbitration Clause

In the event of any dispute regarding this Agreement or the contents of the Inspection Report, it is agreed that the parties shall attempt, in good faith, to settle such disputes between themselves. Should such attempts be unsuccessful, the parties agree that the dispute shall then be submitted to mediation with the American Arbitration Association. In the event the parties are unable to resolve their dispute in mediation, they agree to submit the matter to binding arbitration in accordance with the American Arbitration Association, Construction Industry Arbitration Rules. Mediator and/or Arbitrator fees shall be paid equally by the parties. The prevailing party in mediation and/or arbitration shall be entitled to an award of its costs and attorney's fees.

CLIENT:

HOME INSPECTOR:

PEAK HOME INSPECTIONS OF NORTHERN ARIZONA, LLC

By _____
Timothy Neal, Member-Manager

Date: _____

Date: _____