

**INSPECTOR BUDGET HOME INSPECTION SERVICE, LLC. INSPECTION AGREEMENT**  
**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, PLEASE READ IT CAREFULLY**

Client(s): \_\_\_\_\_ Inspection Order # \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

This inspection is performed in accordance with the standards of professional practice for Arizona Home Inspectors

LIMITATIONS, EXCEPTIONS AND EXCLUSIONS: Excluded from this inspection is any system, structure, or component of the building which is inaccessible, concealed from view, or cannot be inspected due to circumstances beyond the control of the inspector, or which Client has agreed is not to be inspected. The following are excluded from the scope of this inspection unless specifically agreed otherwise between Inspector Budget (herein named IB) and Client:

- Determining compliance with installation guidelines, manufacturers' specifications, building codes, ordinances, regulations, covenants or other restrictions, including local interpretations thereof.
- Examining or evaluating fire-resistive qualities of any system, structure or component of the building.
- Systems, structures or components of the building which are not permanently installed.
- Geo-technical, engineering, structural, architectural, geological, hydrological, land surveying or soils-related examinations.
- Examinations of conditions related to animals, rodents, insects, wood-destroying insects, organisms, mold and mildew or the damage caused thereby.
- Certain factors relating to any systems, structures, or components of the building, including but not limited to: adequacy, efficiency, durability, or remaining useful life, costs to repair, replace or operated, fair market value, marketability, quality or advisability of purchase.
- Environmental hazards or conditions, including, but not limited to: reactive: combustible, corrosive, contaminates, radon gas, lead and/or lead paint, water or air pollutants, electromagnetic radiation, toxic contamination of soil, asbestos, or urea formaldehyde insulation, wild fires, geologic or flood.
- Dismantling of any system, structure or component, or perform any intrusive or destructive examination, test or analysis. Inspector does not turn valves/turn on or off electrical circuit breakers or light pilots at any time.
- Operating or evaluating low voltage electrical, antennas, security systems, cable or satellite television, built-in stereo or surround sound systems, telephone, remote controls, radio controls, timers, intercoms, computers, photo-electric, motion sensing, or other such similar non-primary electrical power devices, components or systems.
- Examining or operating automatic gates, elevators, lifts, dumbwaiters, accuracy of thermostats or oven temperature dials, oven self cleaning cycle, solar heating systems, radiant heating systems, furnace heat exchangers or fire boxes, water softener/purifier systems, saunas, steam baths, built-in refrigerators, in-wall air conditioners, instant water heating devices, or built-in toaster ovens/bread warmers/can openers.
- Examining or evaluating wells, buried sewer or water lines and valves, ponds, tool or storage sheds, landscaping, any type of sport court, playground or patio equipment.
- Examining or operating any sewage disposal system or component including, but not limited to: septic tanks and/or any underground system or portion thereof, or ejector pumps for rain or waste.
- Certain factors relating to Pools or Spas, including, but not limited to: pool/spa bodies for leaks or integrity, backwash function, timers,, remote controls, water features (water fountains or water falls), electric heaters, self chlorinators or related equipment, slides or diving boards, underground piping, pool and/or spa barrier ordinances and regulations. Valves are not turned at any time.
- Examining or evaluating cosmetic features, including, but not limited to, paint, wall coverings, carpeting, flooring, paneling or window coverings.
- Defects such as cracking, leaking, or surface discoloration's or landslides resulting from hidden defects, including, but not limited to, water leaks, land subsidence, or other geological problems.
- Any area or item that is deemed by the inspector to be unsafe at the time of the inspection.
- Any area, which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, insulation or any other thing, is not included in this inspection.

Services for inspecting or evaluating the excluded items listed above may be available from IB for an additional fee or from specialists qualified to inspect or evaluate a particular category or item.

Inspector is a home inspection generalist and is not acting as an expert in any craft or trade. The inspection report may contain recommendations for further evaluation by an individual other than Inspector herein who is qualified as an expert or specialists. If Inspector recommends consulting other specialized experts, Client agrees to do so at their own expense.

It is Client's duty and obligation to exercise reasonable care to protect himself or herself regarding the condition of the subject property, including those facts which are known to or within the diligent attention and observation of Client.

**CONFIDENTIAL REPORT:** The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the Real Estate agents directly involved in this transaction, but Client and IB do not in any way intend to benefit said seller or the Real Estate agents directly or indirectly through this Agreement or the inspection report.  
**CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD IB OR ITS INSPECTOR HARMLESS FROM ANY THIRD PARTY CLAIMS ARISING OUT OF CLIENT'S UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT.**

**SEVERABILITY:** Should any provision of this contract be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect, unimpaired by the courts' holding.

**ARBITRATION:** Any dispute concerning the interpretation of this Agreement or arising from this inspection report, except one for inspection fee payment, shall be resolved between the parties by BINDING ARBITRATION conducted in accordance with the rules of the American Arbitration Association. The parties shall select an arbitrator who is familiar with the home inspection industry. The parties hereto shall be entitled to all discovery rights and legal motions as provided in civil proceeding by legal code. The arbitrator shall apply the substantive and procedural laws of the state to all issues submitted in the arbitration proceeding. The award of the arbitrator shall be final, and a judgment may be entered on it by any court having jurisdiction.

**GENERAL PROVISIONS:** This inspection contract and the inspection report do not constitute a home warranty, guarantee or insurance policy of any kind whatsoever. The inspection report is not a substitute disclosure nor a pre-settlement walk through for real estate transactions which may be required by law.

No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against IB/Its inspector, or its officers, agents, or employees more than one year after the date of the subject inspection. Time is expressly of the essence herein.

In the event Client discovers a material defect or other deficiency that was not identified and reported by Inspector, Client shall notify IB in writing and allow IB and/or IB's designated representative to re-inspect and document the condition(s) of the material defect or deficiency prior to making any repair, alteration to said material defect or deficiency.

The inspection report to be prepared by IB shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the Inspector prior to issuance of the finished inspection report. IB does not guarantee delivery time of the finished report.

This Agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.

Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this Agreement is executed on behalf of the Client by any third party, the person executing this Agreement expressly represents to IB that he/she has the full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

I have read and agree to the Limitations, Exceptions and Exclusions: \_\_\_\_\_

Inspection Fee: \$ \_\_\_\_\_  
 \_\_\_\_\_ Fee: \$ \_\_\_\_\_  
 \_\_\_\_\_ Fee: \$ \_\_\_\_\_  
 Total Inspection Fee: \$ \_\_\_\_\_

<b>Paid By:</b>	_____ MC	_____ Visa
_____ Other	_____ Amex	_____ Cash
_____ Check # _____		

Client acknowledges that they have read and understood all the terms, conditions and limitations of this contract and voluntarily agrees to be bound thereby and agrees to pay the fee listed above.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_