

PERFECTION HOME INSPECTIONS
AGREEMENT FOR VISUAL INSPECTION
(Please Read Carefully)

Name: _____
(Client)

Report# _____.

Inspections Site Address: _____.

This agreement represents a binding agreement between the undersigned Client, hereafter "Client" and Perfection Home Inspections, (a.k.a. AAA Total Perfection Home Inspections) (an Arizona Corporation,) Hereafter "Inspector," for inspection of the structure and components (as defined and limited below) located at the common address listed above.

A. General Procedural Limitations: This inspection is a limited visual examination of certain accessible systems and components of the structure(s) ("Property") at the above common address to identify certain conditions of the property in accordance with the requirements of the Arizona Board of Technical Registration (BOTR) "Standards of Professional Practice" R4-30-301.01, a copy of which is provided on the btr.az.gov website." The Inspection and Inspection Report is to give you selected but not exhaustive information about the condition of certain systems and components of the Property at the time of inspection. Places or components of inspection not specifically listed and specifically reported upon are not examined or part of the Inspection Report and no opinion is expressed upon them by their omission. Limitations contained in the Inspection Report are incorporated by this reference. Some types of components may only have a representative sample of them examined and not all of them. As to those components not examined, no opinion is passed and as to those examined; the representative samples are selected at random. The inspector is not required to include examination of any component which is not in sight, which requires plugging in, installation, destruction or disassemble or is inaccessible without moving something or clearing a way to it or which requires any physical risk to the Inspector. Client assumes the risk for all conditions, which are concealed from view, at the time of the inspection or are outside the inspection scope. These Standards are applicable to buildings with four or less dwelling units and their garages or carports. Maintenance and other items may be discussed, but they are not part of this home inspection. This report is not a code compliance inspection or a certificate for past or present governmental building codes or regulations of any kind. Inspector is not liable for warranties voided due to inspection. Inspector is not responsible for information on seller's disclosure statement and or all other related relevant information provided from seller unless all such information is delivered to the inspector prior to the end of the home inspection.

B. General Opinion Limitations: The limits, above, are incorporated. In addition, whether or not concealed, the following are outside the scope of this inspection: Cosmetic or subjective defects; licensure, permits, building code or zoning ordinance violations, geological stability or soil certification or engineering or architectural analyses; presence/damage caused by termite, mold, pests; building value appraisal; cost estimates; specific components noted as being excluded on the inspection forms; systems shut down or inactive; private water or sewer systems or any components thereof; buried or inner-wall piping; foundations; shower pans; saunas; mist systems; steam baths & equipment; ponds; outbuildings of any kind except garage or carport; landscaping; playground equipment; buried or not visible slabs, floors and foundations; BBQ's; radio controlled devices; automatic gates; elevators; central vacuum 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, solar systems; fire sprinklers and piping; humidifiers; electronic air cleaners; environmental conditions such as asbestos, mold, biological contamination, radon, formaldehyde, lead, water pollutants, air quality, toxic or flammable materials, electromagnetic fields; adequacy or efficiency of any system, or prediction of life expectancy; manufacturer's recalls. The inspection will not include any area that is not safely accessible from a fourteen-foot ladder. These limitations are practical ones based upon the generality of the examination, the scope anticipated by the BOTR and the inspection focus on listed aspects of the property, itself, and they are not exhaustive.

C. Purchase Contract Scope of Inspection: Client may be in the process of selling or purchasing the property by the use of a written agreement, which contains a clause setting forth the scope of inspection allowable to the client, and that scope may be extensive. Inspector is not a party to that agreement and thus, notwithstanding that clause, Inspector is only inspecting to the extent and for those matters set forth in this agreement. Client should contact other vendors for all other inspections set forth in that clause.

D. No Warranties: All parties agree herein that Perfection Home Inspections and its agents and or employees assume no liability or responsibility for the cost of repairing and or replacing any unreported defects or deficiency, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. THIS INSPECTION AND REPORT IS NOT INTENDED OR TO BE USED AS A GUARANTEE OR WARRANTY, OR INSURANCE POLICY OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM OR PROPERTY. PERFECTION HOME INSPECTIONS IS NOT AN INSURER OF ANY INSPECTED CONDITIONS. Inspector is not liable for warranties voided due to inspection.

E. Liability: Client agrees that the maximum liability for the Inspector, its employees or agents for any claim whatsoever, inclusive of matters arising from the inspection or outside the inspection, is limited to an amount not to exceed twice the fee charged and paid for the inspection service. There will be no recovery for damages or any other relief other than this liquidated remedy. The Inspector is not liable for the security and condition of the property and it's contents or premises at any time. Inspector has no liability whatsoever for Inspections or Inspection Reports not paid for by the client. It is not recommended that Clients climb the home inspectors ladder, enter the attic, or use the home inspectors equipment but if done the inspector will not be held liable for any damaged or injuries caused by this action.

F. Notice Of Claim: In the event of any claim, the client will give written notice thereof to Inspector within 30 days of discovery of the alleged claim, but in no event later than one (1) year after the date of the inspection, after which by this agreement, the claim will be concluded just as though all statues of limitation has run. Notice, to be effective, must be mailed certified mail to the Inspector at the address shown below. The inspector must be given the opportunity to inspect all problems relating to a claim before any repairs are made or the claim will be completely voided.

G. Testimony: All testimony, whether as a fact witness or expert, will be billed to client at the flat rate of \$ 195.00 per hour, including waiting time, plus travel and lodging times and costs due within ten (10) days of being stated.

H. To Whom Report Made: Client is the only person to whom the Inspection Report and examination is made and to no other person or entity. Inspection Report may not be circulated to any other person or entity for material use other than the Client or it shall become void. All examinations and reports covered by this agreement are void to all others than Client.

I. Other Experts: Though the Inspector is not required to recommend other experts for further review, If Inspector recommends consulting other specialized experts, Client is responsible for whatever could have been determined from consultation with those other experts had the Client contacted them as recommended. Inspector is not responsible for the advise of other experts or consultants contacted by Client.

J. Confidentiality: Client warrants that Client has good right to give Inspector access to the Property. All services are performed and Inspection Reports are prepared for the sole and exclusive use of the Client. The Inspection Report or any portion thereof, is not intended to benefit any person not a party to this agreement, including but not limited the seller or the real estate agent(s) involved in the real estate transaction. All examinations and reports covered by this agreement are void as to all others than Client. Notwithstanding the foregoing, Client understands that Inspector will collect, compile and use as a future professional inspection database conditions discovered with the property during this inspection including reports and photographs and that Client will have no proprietary or other rights or interest in that professional database.

K. Agents Cannot Sign: No real estate agent or other person or entity without a written general power of attorney provided with this agreement can sign for Client. Any alterations, strikeover, or modifications to the preprinted text of this Agreement shall be of no effect whatsoever.

L. Subpoenas: Inspector has no duty to defend subpoenas of Inspector regarding inspection done for Client or for Client's records. In the event of a subpoena, Inspector will tender the subpoena defense, if any, to Client by informing Client in writing by a letter to the common address of the Property, above, within five (5) business days of Inspector's receipt of the subpoena and thereafter Client will be responsible to defend it and indemnify Inspector at client's own cost. In the event Client fails to defend or objects, Client will be deemed to have consented and waived any confidentiality and Inspector may, without any liability to client, fulfill the subpoena and charge his regular professional fees for the same, above, for which Client promises to remit within ten (10) days of being stated.

M. Entire Agreement: This agreement, and any attached, executed Addenda, contains the entire agreement between the parties, and there are no other representations, warranties, or commitments, except as are specifically set forth herein. This agreement supersedes any and all representations or discussions whether oral or written, if any, among the parties relating to the subject matter of this agreement. Client agrees that it does not matter whether this agreement is signed before, during or after the Inspection and Inspection Report, it shall be binding and will supersede. If signing after or during the inspection you find anything herein you object to then do not sign and you will be charged nothing. This agreement may be modified, altered or amended only if agreed to in writing and signed by the parties. This agreement binds and inures to the heirs, successors and assigns of the parties, however, no Client benefit or burden of this agreement can be assigned and no part of the Inspection Report is a report to anyone other than the Client, personally. This is not a binding agreement until signed by all parties to it and a signed copy is received in its home office by Inspector.

N. Severability: The parties agree the should any provision of this Agreement be determined to be void or unenforceable by a court of law or arbitrator, the remaining portions shall remain in full force and effect. If there is more than one Client as "Client," below this agreement binds all Clients.

O. Written Reports: Client will receive a written Inspection Report. The Inspection Report contains the entire examination and findings on which the Inspector will render an opinion. The pictures in this report are an integral part of this report and the report is not to be considered complete without them. As to anything not contained in the Inspection Report, the same are outside the scope of the Inspection Report and are not opined upon by Inspector. The inspection and Inspection Report are not intended to make any representation as to the advisability or inadvisability of purchase of the Property or the suitability for use.

P. Copies of Agreement: This agreement can be signed in counterpart and by telefax or other electronic or mechanical means and it shall be deemed properly signed and any copy thereof can be deemed an original.

Q. Reading and Approval: Both parties have read this agreement in its entirety and agree to all terms and conditions.

R. Re-Inspection: Can be preformed for an extra \$125.00 and only items agreed to be corrected by the seller on the buyers repair request form will be inspected. Inspected items will be considered acceptable if they are found to be in such a condition that they would not have been reported as a problem if found in this condition during a normal home inspection. Re-inspection for lack of utilities being on will be for the un-inspected items only.

"Client":

Duly Acting for Husband and wife If Married or for entity,
if Client Not a Natural Person:

Printed Name of Client

Signature of Client(s)

Date

Inspection Date _____, Property Square footage _____ Total Inspection Fee \$ _____

Perfection Home Inspections
An Arizona Corporation

By: _____
Greg Oswald AZ Certification Number 38752 Date
1042 E. Fairbrook Circle, Mesa, AZ 85203