



Consumer Advantage Home Inspection Pre Inspection Agreement

Client Name: _____ Phone Number: (____) _____

Client's Address: _____ City: _____ State: ____ Zip: _____

Email Address: _____

**THIS AGREEMENT DEFINES RESPONSIBILITIES OF THE COMPANY AND THE CLIENT.
READ AND UNDERSTAND BEFORE SIGNING.**

Consumer Advantage Home Inspection, LLC, hereafter referred to as Company, agrees to conduct a **limited** inspection of the real property located at _____ for the purpose of informing the Client of major deficiencies in the condition of said property. The report shall be in writing and shall be in accordance with or exceed the Standards of Practice of the State of Arizona, Board of Technical Registration.

Scope and Exclusions

The scope of the inspection and report is a **limited visual** inspection of the major components of the real property for purposes of identifying apparent deficiencies requiring immediate repair or replacement at the time of inspection. Inspection **includes** a visual observation of the following components of the building: Site landscape, exterior, roofing system, plumbing system, electrical system, heating and cooling system, fireplace(s), interior condition, insulation and ventilation, and the structural system.

Inspection does **NOT include** building code or zoning ordinance violations, geological stability or soils condition, structural stability or engineering analysis, termites, pests or other wood destroying organisms, asbestos, radon, urea formaldehyde, lead paint, water or air quality, electromagnetic radiation or any environmental hazards, building value appraisal or cost estimates, private water or sewage systems, saunas, steam baths, or fixtures and equipment, pool or spa underground plumbing, septic systems, radio controlled devices, automatic gates, elevators or lifts, water softener / purifier systems, solar heating systems, furnace heat exchangers, freestanding appliances, central vacuum systems, security alarms, fire sprinkler systems, lawn sprinkling systems or the prediction of life expectancy of any item. In summary, the inspection will be limited to readily accessible areas without movement of contents, fixtures or appliances. Latent and concealed defects and deficiencies are excluded from the inspection.

Client agrees that if any item excluded from the scope is a concern, that Client, at Client's expense, shall contact and contract with the appropriate specialist to investigate and report on issues of concern.

Client agrees and understands that the inspection report is not intended to be technically exhaustive and will not reveal all defects.

Client agrees and understands that the inspection is **NOT** a Guarantee or Warranty, expressed or implied, regarding the condition of items, adequacy, or performance of systems inspected.

Client understands that Client is encouraged to be present during the **entire** inspection process. The purpose for this is that many things, of a non-material nature, may be observed but not noted in the report. The information observed, however, may be of interest to the client.

Confidentiality

Client agrees that the written inspection report is exclusively for the Client and that all information contained in the report is nontransferable to any other party or parties without the prior written agreement of the Company and the Client. Client further agrees that dissemination of information to any third party, even with consent of the Company, is with the understanding and agreement that any action brought by a third party becomes the responsibility and liability of the Client.

Disputes

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 timely reported to the Company. Client further agrees that, with the exception of emergency conditions, Client or Clients agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to timely re-inspection by the Company. Client understands and agrees that

any failure to notify the Company as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

Arbitration

Any dispute concerning the interpretation of this Agreement or arising from the Services and Report (unless based on the payment of fee) shall be resolved informally, by the Company and Client. In the event the Company and Client cannot reach a mutually acceptable resolution, then Company and Client agree that resolution shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the Company and Client shall mutually agree upon an Arbitrator who is familiar with the home inspection industry.

Attorney's Fees

The prevailing party in any dispute arising out of this Agreement, the inspection, or report(s) shall be awarded all attorneys' fees, arbitrator and other costs.

Severability and Entire Agreement

Client and Company agree that should an Arbitrator or Court of Competent Jurisdiction determine and declare that any portion(s) of the Agreement is void, voidable or unenforceable, the remaining portions shall remain in full force and effect. This Agreement (in its entirety) and any attached, executed Addenda, contains the entire Agreement, between the Client and Company, 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. This Agreement may be modified, altered or amended only if agreed to in writing and signed by the parties.

Hold Harmless Agreement

Client agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the inspector of his employees or visitors or of independent contractors engaged or paid by inspector for the purpose of inspecting the subject home.

Liability

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 inspector, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments 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 the inspector, 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 even if the client has been advised of the possibility of such damages. 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.

By signing below, you acknowledge that you have read, understand and agree to the terms and conditions of this agreement, including (but not limited to) the limitation of liability, arbitration clause and limitations period, and agree to pay the fee listed below.

Release copy of report to my agent (check one) Yes _____ No _____

Release copy of report to seller's agent (check one) Yes _____ No _____

Deliver original report to (check one) me at address listed on page 1 _____ My agent _____

Client Signature Date

Terry L. Allen, Certification Number #48112 Date
Consumer Advantage Home Inspection, LLC
3551 South Barberrry Place, Chandler, AZ 85248

Fee for *Limited* Inspection: \$ _____ Date of Inspection ____/____/____