

# APPLEBACH HOME INSPECTIONS

2899 E. Sierra Madre Ave. Gilbert, Arizona 85296

Phone 480.612.4528

## REAL ESTATE INSPECTION AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT - PLEASE READ IT CAREFULLY

Client:  
Address:

Report:  
Fee: \$

**SCOPE OF THE INSPECTION:** The real estate inspection to be performed for the client is a survey and basic operation of the systems and components of a building which can be reached, entered, or viewed without difficulty, moving obstructions, dismantling components or requiring any action which may result in damage to the property or personal injury to the Inspector. The purpose of the inspection is to provide the Client with information regarding the general condition of the building(s). Inspector will prepare and provide Client a written report for the sole use and benefit of Client. The written report shall document any material defects discovered in the building's systems and components which, in the opinion of the Inspector, are safety hazards, are not functioning properly, or appear to be at the end of their service life. The inspection shall be performed in accordance with the Arizona Chapter of the American Society of Home Inspectors (AZ ASHI) Standards of Practice, a copy of which is available at [www.azashi.org/ashi-sop.pdf](http://www.azashi.org/ashi-sop.pdf).

**CLIENT'S DUTY:** Client agrees to read the entire written report when it is received and promptly call Inspector with any questions or concerns regarding the inspection or the written report. The written report shall be the final and exclusive findings of the Inspector. Client acknowledges that Inspector is a generalist and that further investigation of a reported condition by an appropriate specialist may provide additional information which can affect Client's purchase decision. Client agrees to obtain further evaluation or reported conditions before removing any investigation contingency and prior to the close of the transaction. In the event Client becomes aware of a reportable condition which was not reported by Inspector, Client agrees to promptly (within 3 calendar days of discovery and not more than 7 days from close of transaction) notify Inspector and/or Inspector's designated representative(s) to inspect said condition(s) prior to making any repair, alteration, or replacement. Client agrees that any failure to so notify Inspector and allow inspection is a material breach of this Agreement.

**ENVIRONMENTAL CONDITIONS:** Client agrees that what is being contracted for is a building inspection and not an environmental evaluation. The inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding this building or property, including, but not limited to: the presence of asbestos, radon, lead, urea-formaldehyde, fungi, molds, mildew, PCB's, or other toxic, reactive, combustible, or corrosive contaminants, materials, or substances in the water, air, soil, or building materials. The Inspector is not liable for injury, health risks, or damage caused or contributed to by these conditions.

**EXCLUSIONS:** The following items are specifically excluded or outside the scope of this inspection: detached buildings, outdoor fireplaces, fire pits, fountains and/or BBQs, satellite dishes/wiring, low voltage wiring of any type (including landscape lighting), security and/or fire sprinkler systems, timers, photo and/or motion sensors, load controllers, automatic gates, water softener/water filtration systems, solar systems, underground piping, furnace heat exchangers, personal property, window screens, screen doors, window coverings/treatments or cosmetic items.

**GENERAL PROVISION:** The written report is not a substitute for any transferor's or agent's disclosure that may be required by law, or a substitute for Client's independent duty to reasonably evaluate the property prior to the close of the transaction. The Inspection Agreement, the real estate inspection, and the written report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company or its officers, agents, or employees more than one year from the date Client discovers, or through the exercise of reasonable diligence should have discovered, the cause of action. In no event shall the time for commencement of a legal action or proceeding exceed two years from the date of the subject inspection. **THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their heirs, successors, and assigns. 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 the Agreement is executed on behalf of Client by any third party, the person executing this Agreement expressly represents to Inspector 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.

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

**ARBITRATION:** Any dispute between Client and Inspection Company that is not satisfactorily resolved shall be resolved informally by arbitration and conducted in accordance with rules recognized by a qualified arbitration association utilizing an arbitrator familiar with the home inspection industry. Parties agree to abide by the findings and decision of the arbitrator and the prevailing party shall be awarded all attorney's and/or arbitrator fees and other related costs.

NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

Client acknowledges having read and understood all the terms, conditions, and limitations of this Agreement and voluntarily agrees to be bound and to pay the fee above.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_

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

AZBTR #: 50883

PLEASE MAKE CHECKS PAYABLE TO SCOTT APPLEBACH