

# AZ-Tech Home Inspections, L.L.C.

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## **VISUAL-NON TECHNICAL PROPERTY / HOME INSPECTION AUTHORIZATION AND AGREEMENT**

**Customer Name:** \_\_\_\_\_

**Subject Property Address:** \_\_\_\_\_

Arizona State Certified Inspector: **Jeffrey Adrian Garay**

Arizona State Registration number: **56405**

### **AUTHORIZATION AND AGREEMENT**

This Agreement is made between Customer and AZ-Tech Home Inspections L.L.C. (ATHI) Customer hereby authorizes and contracts for ATHI to conduct an inspection on the Subject Property. ATHI will prepare and provide Customer with a written report ("inspection Report"). Customer agrees to all terms and conditions in this Agreement. Customer shall provide legal access to the entire property for the purpose of conducting the building inspection that is the purpose for this Agreement. The agreed inspection is payable at the time of the inspection.

This Agreement, when signed by Customer, shall constitute the entire agreement between Customer and ATHI. Customer shall not rely upon, or shall ATHI be bound to, any oral statements made by ATHI or the assigned inspector, whether made prior to or after signing this Agreement

**This agreement contains limitation of liability, liquidated damages and indemnification provisions.**

\_\_\_\_\_ **I AGREE** to the limitation of liability, liquidated damages and indemnification provisions of the agreement. This inspection is good for 30 days from the date of the inspection after 30 days you agree to release ATHI of any and all liability of this inspection and property.

\_\_\_\_\_ **I UNDERSTAND** that any components or conditions listed in the report for service or further evaluation should be scheduled for service as soon as possible by **licensed contractors** where applicable, **because additional conditions in need of service or recommended upgrades could be revealed by a specialist.**

**THE TOTAL FEE FOR THIS INSPECTION IS: \$** \_\_\_\_\_ **Inspection Date:** \_\_\_\_\_

Payment is due at time of service. All past due balances are subject to a service charge at the rate of 18% per annum or 1.5% per month.

In signing below, Customer and/ or its authorized agent acknowledges that he/ she has read both pages of the inspection agreement, understands and accepts the terms, conditions and limitations as outlined in this HOME INSPECTION AUTHORIZATION AND AGREEMENT.

\_\_\_\_\_  
(Signature of Customer or Authorized Agent) \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Date)

### **Scope and Purpose / Limitations and Exclusions**

1. ATHI will inspect in accordance with the Arizona Standards of Professional Practice for conducting general, visual, non-technical inspections as they apply to the scope, purpose and limitations of the inspection as set forth in the DESCRIPTION OF HOME INSPECTION SERVICES. Accordingly ATHI will visually examine the safely and readily accessible portions of the structural, heating, cooling, plumbing, roofing, electrical and permanently attached kitchen appliance systems and components of the Subject Property. Only the visible, safely and readily accessible portions of the items and components specified in the inspection report shall be inspected. No other systems items or appliances are included in this inspection. ATHI inspection is supplemental

to any real estate transfer or seller's disclosure statement and shall not be used as a substitute for such disclosure statements.

2. This is not a technical inspection. No engineering test will be made. No examination will be made to determine compliance with any governmental ordinance, regulation, or code. The inspection report is not to be considered an implied or express warranty or insurance on the Subject Property or its components concerning future use, operability, habitability, or suitability. ATHI is not responsible for any condition affecting any system or component which occurs subsequent to the inspection or is intermittent and / or otherwise not detectable **for any reason** during the inspection

3. **Expressly excluded from the inspection are:** Any systems that are shut down or inactive; any review or investigating of information pertaining to manufacturers recalls of any component or equipment; the presence / damage caused by insects or other pest; low voltage systems' (swimming pools / spas (unless otherwise agreed upon), saunas and hot tub systems; electrostatic precipitators or electronic air cleaners or filters; septic systems' and component or system which is underground; private water systems or equipment; wells and well pumps; cisterns, ponds, fountains, water quality or volume water condition systems; elevators, lifts, audio and video systems; central vacuum systems; fencing, automatic gates; landscaping irrigations systems; playground equipment; active and passive solar systems; soils; security systems; smoke or fire detection or suppression systems; window and door screening; retaining walls; any detached building or structures (other than garage, carport, or separate living quarters, i.e. guest house); and any inspection or testing of any toxic or dangerous substances including asbestos, lead or gasses including radon and formaldehyde, other than gases typically used as fuel for home heating systems, or any system or item not included in or which is excepted for the inspection report. The inspection will not include any area that has access or clearance less than thirty inches in either direction, or is not safely accessible from a thirteen foot ladder.

4. ATHI warrants that its inspection services will be performed in accordance with the Scope and Purpose of this Home Inspection Authorization and Agreement and the inspection report only. **This limited nontransferable warranty is the only warranty provided by ATHI. No other warranty is expressed or implied under this Agreement. All other warranties, including warranties of merchantability and fitness for a particular purpose, are expressly excluded. This stated express warranty is in lieu of all liabilities or obligations of ATHI for damages arising out of or in connection with the performance of the inspection and delivery and use of and reliance on the inspection and delivery and use of and reliance on the inspection report. ATHI does not guarantee that the structure inspected will be free from faults or defects. Customer waives any claim for consequential, exemplary or incidental damages, even if customer has been advised of the possibility of such damages.**

5. **In the event of a breach or failure of the foregoing warranty, Customer agrees that ATHI LLC's sole**

**liability shall be for liquidated damages in the amount equal to amounts paid to ATHI by the Customer pursuant to this Agreement.** Customer acknowledges that such liquidated damages are not intended as a penalty but are intended to (1) reflect the fact that actual damages may be difficult and impractical to ascertain; (2) to allocate risk among ATHI and Customer; and (3) to enable ATHI to perform the inspection at the stated inspection fee.

6. **Customer shall indemnify and hold AZ-Tech Home Inspections harmless from all claims for damages and expenses, except as specifically provided herein.** Further, in exchange for tender of refund of the inspection fee paid by Customer under this Agreement, Customer agrees such tender of refund shall be full and final settlement of all the present and future claims and causes of action and shall provide AZ-Tech Home Inspections LLC with a full release.

7. The Inspection Report is not intended for use by anyone other than the Customer. No third party shall have any right arising from this Agreement or the Inspection Report. Customer agrees to bear full risk arising out of or from any release by ATHI of the Inspection Report to any Third Party done at Customer's request. Customer agrees to indemnify and hold harmless ATHI, its agents, employees, inspectors, directors, officers, shareholders, successors and assigns, for all cost, expenses. Legal fees, awards, settlements, judgments, and any other payments of any kind whatsoever incurred and arising out of a lawsuit, cross-complaint, counter-suit, arbitration, administrative proceeding, or any other legal proceeding brought by any third party against ATHI relating to this Agreement and the Inspection Report. Except in instances of willful misconduct by the individual inspector, Customer shall look solely to ATHI for any and all liability related to the inspection.

8. Prior to asserting any claim against ATHI, Customer shall first provide notice three (3) working days prior to initiation any repair or replacement to the subject area, component or item inspected, and shall permit ATHI to re-inspect such area component or item to evaluate the validity of the claim. Customer's failure to provide notice and/or re-inspection shall be deemed a waiver of any warranty provided in this Agreement for the subject area, component, or item.

9. The parties agree to attempt in good faith to settle, between themselves, any disputes arising from or relating to this Agreement. **Thereafter, any dispute or claim arising out of, pertaining to or concerning this Agreement or the inspection provided pursuant to this Agreement shall be submitted to binding arbitration before Construction Arbitration Services, Inc. Any decision rendered by the appointed Arbitrator shall be final and binding and judgment on the Award may entered in any Court of competent jurisdiction.** For any claim relating to the inspection provided pursuant to this Agreement, should Customer not prevail on such claim, Customer shall pay all cost and attorney's fees incurred by ATHI