

Arizona Home Inspections, LLC

by Jack Randall, Tucson AZ 85704 Office/ Fax 520-887-2594

Pre-Drywall Inspection Agreement

Client _____ Date _____

Jack Randall BTR certification #38853, or Scott Gray BTR #59638 herein after known as the "Inspector", agrees to conduct a **limited visual inspection** for the purpose of informing the client of **major deficiencies**

in the condition of the property located at: _____.

THE INSPECTION IS NOT INTENDED OR BE CONSIDERED AS A GUARANTEE OR WARRANTY, NOR ANY FORM OF INSURANCE, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED UPON AS SUCH.

1. Legal access to the entire property will be provided to the Inspector for the purpose of performing a complete or partial building inspection.

2. **The purpose of this inspection is to provide the client with a better understanding of the property condition and identify visually observable items in need of immediate repair as defined in the Standards of Professional Practice for Arizona Home Inspectors, at the time of the inspection only.** Detached buildings other than a carport or garage are *not* included, irrigation or below grade systems are *not* included. Environmental inspection services are *not* included. Radon, Formaldehyde, Asbestos, Water Quality, Mold or other wood infesting organisms, lead in paint, air, or water, are not a part of this building inspection even if mentioned from the standpoint of a visual clue.

3. **The liability of the inspector of record and "Inspector" for visual undetected/undisclosed defects in this inspection and report is limited to a refund of the fee paid.** The liability of the inspector's principals, agents, sub-contractors, and employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of undetected/undisclosed defects in this inspection and report. This liability limitation is binding on the Client and Client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through the Client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to notify inspector in writing of any error or omission within 10 days and further agrees to allow the inspector to re-inspect the claimed discrepancy before altering the conditions unless it is a clear and present immediate danger to life. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims which may arise from this inspection. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of *Home Inspection Disputes of Construction Arbitration Services, Inc.* *Each party is responsible for their own attorney's fees. If arbitration is invoked, the cost of the arbitrator shall be split equally between each party.*

4. If any portion of this agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.

5. Plan review as well as Code Compliance, is the responsibility of the local building department. Environmental inspection services are *not* included and are not a part of this building inspection even if mentioned.

6. Understand that there are limitations to this inspection. Many components of the building are not visible during the inspection and plans may not always be available at the time of the inspection or in advance of the inspection. Plans even if available may or may not be consulted, as this inspection is **not** in any way a "Plan Review". While we can reduce your risk of non-conforming trade practices in the construction of the building, we cannot eliminate it, nor can we assume it. This is not "Code Compliance" inspection or "Plan Review" inspection.

This inspection covers the generally acceptable industry trade practices for construction in this geographical area. Acceptable trade practices for the most part are stated in the approved plans and drawings and generally refer to an adopted set of codes for the county in which the structure is being built. It is not possible to be an expert in each and every county as to the codes adhered to and whatever modifications or omissions that the individual counties deemed necessary or practical. Where differing opinions or cited references occur, **the final authority is the building code official of record for the county.** We highly recommend consulting with the county officials with any concerns you may have with the builder and quality of the construction.

7. This agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement.

8. The inspector agrees to provide a written report which substantially agrees with the current trade Practice. Receipt of same is acknowledged by the customer's signature below, for the **sum of \$ _____** dollars to be paid as follows: **On Site.** A 2.75% processing fee will be charged for all credit card payments.

THE UNDERSIGNED CUSTOMER/AGENT HAS READ, UNDERSTANDS AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT.

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Client:

_____ Date: _____ Date _____