

Property Address: _____

INSPECTION AGREEMENT**THIS IS A LEGALLY BINDING DOCUMENT, PLEASE
READ FULLY AND CAREFULLY.**

Property Address: _____

Client(s): _____

Date: _____ Report #: Pending

General Visual Inspection (Base Fee): _____

Additional Item(s): _____

Additional Item(s): _____

TOTAL: _____

Payment Method: Check Cash

The party or parties, as named above (referred to herein as CLIENT), hereby request an inspection of the primary structure at the property address as listed above. This inspection is to be conducted by DCA Property Inspection (referred to herein as INSPECTOR) in accordance with the Standards of Practice of the State of Arizona, and within the scope as detailed below in this document.

SCOPE OF THE INSPECTION

The purpose and scope of this inspection is to report the general condition of the primary structure at the subject property and to inform the CLIENT of significant deficiencies or concerns, as they exist on the date of the inspection. Minor deficiencies and maintenance items may also be discussed, but are not the specific focus of this report. This inspection is limited to readily visible and accessible components and areas of the structure, and to this extent includes evaluation of the following major systems and components (as may be applicable):

Site • Drainage	Roof	Walls
Foundation • Slab	Attic • Venting	Ceilings
Framing • Sub Floor	Garage	Doors
HVAC Systems	Electrical System	Windows
Exterior	Plumbing System	Fireplace(s)

This inspection does not involve the disassembly or moving of any object or component of the structure. Determining the presence of concealed defects is outside the scope of this inspection. The CLIENT agrees to assume all risk for conditions that are concealed from view or inaccessible at the time of the inspection.

No representation is made indicating how long any specific system or component of the structure will continue to function. Any opinions expressed regarding adequacy, capacity, or expected lifespan are general estimates only and are based on industry averages for similar systems and components.

REPORT EXCLUSIONS AND LIMITATIONS

The following items are OUTSIDE the scope of this inspection:

- Conditions and components that are concealed or inaccessible, such as items below ground, contained within or beneath floors, within walls or other inaccessible portions or components of the structure, or concealed by furnishings, personal property or vegetation.
- Code compliance or violations; permit research, including the determination of additions or major repairs, or their compliance with applicable codes and ordinances.
- The adequacy or efficiency of any system or component.
- Detached buildings or structures (with the exception of applicable parking structures) including outbuildings and fences on acreage.
- Engineering study or analysis (structural, geological or hydrological), or determining soil condition or stability.
- The presence or identification of environmental hazards, including but not limited to, air quality, molds, mildews, asbestos, lead, radon gas, formaldehyde, EMF emissions, chemical or organic toxins; or wood destroying organisms and pests, including but not limited to, termites, ants, bees, and rodents.
- The valuation or measurement of the structure or property.
- Condition of title, boundaries, easements, rights of way, or determination of previous use or occupancy.
- Proximity to adverse or nuisance conditions, including but not limited to, airports, air routes, schools, parks, freeways, commercial areas, power lines, railways, or landfills that may affect the desirability or value of the property.
- Low voltage equipment and systems, including but not limited to, telephone systems, security systems, cable systems, entertainment systems, intercoms, landscape lighting and irrigation timers, automated systems.
- Complex systems or components, secondary systems or those requiring disassembly or specialized diagnostic equipment or procedures, including but not limited to, heat exchangers, fire detection or prevention systems, solar systems, water softener and purifications systems, irrigation systems, radiant heating systems, radio controlled devices, elevators and dumbwaiters, load controllers, automatic gates.
- Private water and waste systems and their components.
- Requirements of the Americans with Disabilities Act.
- Above ground pools and spas, saunas, steam baths, fountains, waterfalls and ponds.
- External gas appliances such as beehive fireplaces, fire pits, barbeques and heaters.
- Window mounted air conditioning units; freestanding or portable equipment.
- Electrical load calculations; product recalls;.
- Conditions of noise transmission; determination of odors.
- Cosmetic damage or conditions; normal wear and tear.

Client Initials (acknowledging this page): _____

This company assumes no liability from the use of this report or this report format by any other party.

Property Address:

THIS INSPECTION IS NOT A WARRANTY, GUARANTEE, INSURANCE POLICY OR SUBSTITUTE FOR ANY APPLICABLE REAL ESTATE DISCLOSURE STATEMENTS, WHETHER OR NOT REQUIRED BY LAW.

This report is intended only as a general guide to assist the CLIENT with their overall decision regarding the property, and does not make any representation as to the advisability of the purchase. The inspection and report are not technically exhaustive, and do not imply that every component was inspected, or that every possible defect was discovered. This is not a compliance inspection for any governmental or municipal regulations. The CLIENT understands and acknowledges that the INSPECTOR is a generalist and is not an expert in every trade or profession. The results of this inspection are an unbiased opinion of the condition of the subject property based on the experience and background of the INSPECTOR. If the INSPECTOR recommends further consultation or evaluation by other specialized persons, the CLIENT must do so at their expense.

The inspection fee is due at the time of the inspection. If the CLIENT does not attend the inspection (and other payment arrangements are not made prior to that date) payment is due upon receipt of the report. The CLIENT understands and acknowledges that inspection fees that remain outstanding after receipt of the report may incur late fees from that date. Inspection fees paid through escrow remain the responsibility of the CLIENT until received by the INSPECTOR, and become due and payable in the event of contract cancellation. Processing fees apply for escrow billing. If the CLIENT has not signed this agreement by the date of submission, acceptance of the report (via U.S. Mail, Real Estate Agent, or other authorized representative or customary method) shall constitute full acceptance of all the terms and conditions provided herein.

SEVERABILITY

The CLIENT and INSPECTOR agree that, should a Court of competent jurisdiction determine that any portion of this Agreement is void or not enforceable, the remaining provisions and conditions shall remain in full force and effect.

DISPUTE RESOLUTION

CLAIMS: The CLIENT understands and agrees that any claim against the INSPECTOR for failure to accurately report the visually discernable conditions of the subject property, as limited herein, shall be made in writing and reported to the INSPECTOR within ten (10) business days of discovery. The CLIENT agrees to grant the INSPECTOR access, as needed, to allow re-inspection of the condition that gave rise to the proposed claim. The CLIENT further agrees that, with the exception of emergency conditions, they, their agents, employees or independent contractors shall make no repairs, replacements, alterations or modifications to the claimed discrepancy prior to re-inspection by the INSPECTOR. The CLIENT agrees to hold the INSPECTOR harmless of any and all claims relating to conditions that are repaired or altered without said notice to the INSPECTOR as provided for herein.

ARBITRATION: The CLIENT understands and agrees that any dispute, controversy, interpretation or claim (except for that of non-payment), including but not limited to, claims for breach of contract, negligence, fraud or misrepresentation arising out of, from or related to the inspection and inspection report shall be submitted for binding arbitration under the rules and procedures of the American Arbitration Association. The Arbitrator shall have experience in the field of building and property inspections. The decision of the Arbitrator shall be final and binding and judgment may be entered in any Court of competent jurisdiction. The CLIENT understands and acknowledges that they are giving up their right to a jury trial.

STATUTE OF LIMITATIONS: All parties understand and agree that no action or claim for recovery of damages may be brought against the INSPECTOR, its officers, agents or employees after a period of one hundred eighty (180) days from the date of the subject inspection.

LIMITATION OF DAMAGES: The CLIENT understands and agrees that the INSPECTOR'S full liability under this Agreement for failure to fulfill the obligations of this Agreement, or for errors and/or omissions in this report shall be limited to two times the fees paid.

REPORT CONFIDENTIALITY

This inspection report is the property of the CLIENT and the INSPECTOR and its use is specifically restricted to the transaction for which it was performed. This report is not to be copied or disseminated to third parties outside of this transaction. The INSPECTOR assumes no liability for the use of or reliance upon this report by other parties or for other transactions.

The written report shall be considered the final and exclusive findings of the INSPECTOR regarding the subject property and the CLIENT shall not rely on any oral statements made by the INSPECTOR prior to submittal of the report. The CLIENT also agrees to read the entire report.

This Agreement constitutes the entire agreement between the parties and may not be modified without a written agreement signed by both parties. No oral agreements or representations shall change, modify or amend any portion of this agreement.

I / WE HAVE READ AND FULLY UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. I / WE AGREE TO PAY THE INSPECTION FEE(S) AS LISTED ON PAGE TWO.

Signature of Client or Authorized Representative:

Date: _____

INSPECTOR: Daren Cloyd • AZ State Certification # 38069