

Residential Inspection Contract

FYI Home Inspections PLLC agrees to perform a full inspection for: _____

(Name)

Located at _____

(Address)

For a fee of \$ _____.

(Amount)

Client requests a limited visual inspection of the residential structure identified at the above address by FYI Home Inspections, PLLC, herein after referred to as the "Inspector". Client hereby represents and warrants that all approvals necessary have been secured for the inspector's entrance on to the property.

Note: The Arizona State Board of Technical Registration Standards of Practice (section 2.2a) requires a signed agreement prior to the delivery of the report. Please read, fill in, sign, and return to the inspector prior to the inspection.

1. **Scope of Service:** This home inspection and report does NOT provide and guarantee, warranty or insurance policy of any kind for the items inspected, nor is it a guarantee that all defects of the property were discovered, nor is it a warranty if the condition or function or safety of undisclosed items or unreported defects. The inspector is NOT a guarantor or insurer of the conditions of the home, disclosed or undetected.

This inspection is primarily visual and limited in nature and scope. It is concerned only with clearly visible and easily accessible, at the time of the inspection, aspects of certain systems. The intent of the inspection is to determine that the systems, components, or items are performing their function without apparent major deficiencies, in the opinion of the inspector.

The inspection is not intended to be in-depth, all encompassing, technically exhaustive, invasive or destructive, for governmental regulation or code compliance, concerned with the current or future habitability, and is not an attempt to detect and report all deficiencies present. It is not within the scope of this inspection to attempt to determine the remaining life of any system or component.

Evaluation and reporting of minor, easily correctable, or cosmetic defects and deficiencies is not the intent or focus of this inspection. If such conditions are reported, it is as a courtesy only. If certain conditions are mentioned, verbally or in the report, it is not meant to imply that there are not other unreported conditions.

The inspection included evaluation of certain major systems, components and equipment, for items which may need major repairs or further evaluation by a qualified professional or specialist, including the following: foundation, electrical, plumbing, heating, cooling, roof, attic, interior, and exterior. Evaluation is of the primary premises. In most cases, included with the inspection is the evaluation of primary attached garages/carports/porches/patios/decks. This inspection does not include evaluation of detached garages/carports/patios/decks or other structures/outbuildings, pools, spas, lawn sprinklers, soft water systems and low voltage wiring systems (i.e., speakers, alarms systems, intercoms, exterior low voltage lighting, central vacuum systems, or other related items that are outside the Arizona Standards of Professional Practice for Home Inspectors. See section # 4.

No claims are made as to being able to determine the condition of internal inaccessible areas of the walls/floors/ceilings, air conditioning equipment, furnaces, chimneys, etc. Destructive testing/dismantling is not performed; therefore the inspector can only convey to the client what was clearly visible at the time of the inspection (the inspection provides a snapshot of the home). No representation is made as to how long any equipment will continue to function.

Inaccessible areas are defined as being concealed by; furniture, appliances, locked rooms, rugs, wall hangings, draperies, finished floors, ceilings, walls and the like, household and stored goods, insulation, automobiles, equipment, vegetation, debris, etc. The inspector is not required to enter areas with temperatures above 120 degrees F., where headroom is less than three (3) feet, or that may contain conditions or materials that could be hazardous to the inspectors health.

Only basic operational testing of certain "built-in" kitchen appliances is performed (dishwasher/oven/range/microwave/garbage disposal); other than running a dishwasher through a full cycle, when feasible, equipment is only briefly turned on. Evaluation of timers and other controls is not performed and no determination is made regarding the performance of appliances, such as how well an oven maintains a temperature, or how well a garbage disposal grinds and disposes of waste materials, etc.

The inspection is limited to what can easily be detected during a short time frame; the duration of the inspection of a typical home is 2-3 hours. It is impossible to find every defect and deficiency during and inspection – therefore you should anticipate additional defects/deficiencies during your ownership of the property.

Weather conditions or other conditions which are beyond the control of the inspector and which may affect and limit the inspection (such as disconnected or inoperable electrical service or water service/supply) are accepted by the Client without additional burden to the home inspector.

2. Standards of Inspection: This inspection shall be performed in accordance within the guidelines of the Arizona State Board of Technical Registration Standards of Practice.

3. Payment: Payment in full is due in advance or at the time of inspection. Credit Card payments can be made online at www.fyihomeinspections.net prior to the inspection. Checks can also be mailed to FYI Home Inspections PLLC, 4610 N. 14th Avenue, Phoenix, AZ 85013. Cash may be accepted at the time of inspection. No written report will be issued until payment in full is received.

4. **Exclusions and Limitation:** You acknowledge and agree that this inspection and the inspection report and findings are limited in nature and scope, and that the following are among items NOT COVERED, nor can they be accurately assessed during a limited inspection: any and all latent or concealed defects, deficiencies, and conditions-any and all environmental hazards, defects, and conditions (including: radon gas, asbestos, lead paint, lead water pipes, lead solder, formaldehyde, toxic wastes, water pollutants, mold and mildew) – the extent of damage in defective areas – household appliances – free standing heating stoves – humidifiers, air purifiers, motorized dampers – solar heating and hot water systems – insulation effectiveness – fire escapes – elevator components and shafts – internal gutter and downspout systems – air quality analysis – concealed wiring for subsurface sold conditions below and surrounding the building/structure – the adequacy or condition of earth tie-downs for manufactured/mobile homes – the toxicity and combustibility if all materials and finishes – code compliance – building and zoning adherences – easement – chimney flues – through-wall air conditioners – central vacuum systems – fire sprinkler systems – fire and smoke detection systems – concealed insulation – locks and security devices – acoustical tests – automatic smoke vent dampers – buried fuel tanks – heat loss analysis – fan driven exhaust systems for central heating flues – underground systems – exterior plumbing components (including: private sewer systems, buried pipes, connection to public sewer lines, buried components of sprinkler systems and swimming pools and their equipment, water supplies (including: water wells, water conditioning equipment, water quality, volume of well water) – ancillary electrical systems (including: TV cable systems and antennas, intercom systems, exterior lighting, lighting protection systems, heating cables, door opening and doorbell systems, fire alarm systems, security systems, telephone systems). Determining the presence or absence of termites, woodborers, carpenter ants, fire ants, bees, rodents, pest or wood destroying organisms is beyond the scope of this inspection.
5. **Arbitration Clause:** If the Client feels that the inspection process was done negligently or that the inspector was negligent in their inspection, the Client is expected to communicate this in writing to the inspector within one (1) year of the date of the inspection. In the event of a dispute, both parties agree to submit the issue to binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration is to be conducted by an arbitrator who is a full time home inspector with at least five (5) years experience as a home inspector. If the parties are unable to agree upon an arbitrator within a reasonable period of time, they will submit the dispute to the American Arbitration Association. Client and the inspector agree to give written notice, ten (10) days in advance of intent to invoke the arbitration clause. Client shall allow the inspector and his agents free access to the property to inspect the disputed areas. The decision rendered by the arbitrators shall be final.
6. **Notification of Claims Clause:** In the event that a claim ensues from the inspection, the inspector requires the following:
 1. Written notification of any adverse conditions must be made within the fourteen (14) days of discovery of said condition.
 2. The inspector shall have the right to inspect said conditions within a reasonable period of time.
 3. The inspector will be allowed to remedy, repair, or replace said conditions if negligence is proven.
 4. The inspector shall not be subject to any claims after a period of one (1) year from the inspection date. Client's failure to conform to the above conditions would make any and all contractual obligations on the part of the inspector concerning the inspection of this property null and void, and the inspector shall be released from all obligations imposed hereunder.
7. **Serviceability:** If any provision of this contract is declared invalid or unenforceable by any court or tribunal of competent jurisdiction, that court or tribunal shall enforce the remainder, the remaining provisions of this agreement shall remain in affect, and shall not be effected thereby as necessary to adjust for the invalidated provision.
8. **Limit of Liability:** The Client understands that this inspection is the standard visual inspection of the readily accessible areas of the structure. The Client agrees and understands that the maximum liability incurred by the inspector is found to be liable for loss or damage, of any kind, by way of arbitration or by a jurisdictional court, due to negligence, breach of contract, or failure to perform the agreed upon obligations for any other reason, shall be limited solely to the fee paid by the Client for the inspection and report. The inspector shall not be subject to any claims after a period of one (1) year from the inspection date. Client further understands, if Client makes any claim against the inspector and Client fails to prove such claims, Client will pay all attorneys' fees, arbitrator's fees, legal expenses and costs occurred by the inspector in the defense of the claim. The Client agrees to indemnify, fully protect, defend and hold the inspector harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made by other parties against the inspector as a result of or arising from the inspection.
9. **Acknowledgement:**
 1. Client understands the Home Inspection Report is the sole property of the inspector. Copies are submitted for a fee, to The Client named above, for the sole, exclusive use by the client only. The report, and the information within, may not be used by another party, for any reason, without the written consent of the inspector.
 2. Any and all recommendations represent the opinions of the inspector. Any and all problems observed should be verified with a licensed professional contactor, electrician, plumber, etc. for code compliance and cost estimates.
10. **Whole Agreement:** This contract represents the entire agreement between the inspector and the Client.
11. **Client Statement:** I have read, understand, and agree to all the provisions specified herein.

Sam E. Jerrel
FYI Home Inspections PLLC
 4610 N 14th Ave
 Phoenix, AZ 85013

Certification # 46705

Date of Inspection: _____

Client: _____

 File #

 Today's Date

 Clients Agent

 Today's Date