

# HAVASU HOME INSPECTION COMPANY

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## Contract Agreement

Inspection address: \_\_\_\_\_

At your request, Havasu Home Inspection Company, a division of Havasu Pest Control, Inc. is completing a property inspection conducted in accordance with the standards of practice of the Board of Technical Registration which are available on request or can be viewed on the web at [www.btr.state.az.us](http://www.btr.state.az.us). The inspection has clearly defined limitations and is not substitute for the Transfer Disclosure Statement, which the seller may be required to provide by civil code. The inspection is performed by a generalist in a matter of hours and does not include any warranties, as opposed to that by a specialist, which could take several days to complete and could include warranties. Therefore, please be aware of the following limitations of this service: It is not a code-compliance inspection and does not include any research, such as that necessary to establish boundaries, easements, and the issuance of permits or certificates of occupancy. It is not a specialized inspection, such as that conducted by geologists, engineers, environmental specialists, and termite inspectors, who evaluate soil conditions, determine differential setting or structural movement, test the quality of air and water, or detect the presence of pests or rodents, and harmful contaminants, such as radon, methane, asbestos, lead, formaldehyde, electro-magnetic radiation, molds and fungi, termites, and other wood-destroying organisms.

Similarly, in accordance with Board of Technical Registration standards, Havasu Home Inspection company does not evaluate or endorse any concealed areas or components, such as, but not limited to, subterranean ducts, pipes, or conduits within walls, floor, or ceilings, obstructed switches and outlets, the slab beneath carpets, the interior of heat exchangers, air-conditioning coils and supply ducts, significant portions of chimney flues, and the waterproof membrane beneath roofs, balconies or shower pans. Also, we do not evaluate or endorse the following specific components: computerized systems, radio or remotely controlled components, central vacuum systems, alarm, telephone, cable, or intercom systems, private sewage systems, private water supply systems, water softeners, water circulating devices, water filtration or purification devices, automatic sprinklers, the hermetic seal of dual-glazed windows or skylights, solar systems, fire-sprinkler systems, shut-off valves that are not in daily use, elevators, saunas, steam showers. Humidifiers, electronic air cleaner, in-line duct motors or dampers, washers, dryers, and their valves or drain pipes, condensate pumps, thermostats, timers, clocks, rotisseries, refrigerators, portable or free-standing appliances, retaining walls, landscaping or landscape items, including decorative and low-voltage lighting, portable spas, fountains and ponds, barbecues, fire-pits, pool sweep assemblies, in-line chlorinators, or similar devices dispensing bromine or ozone, and the coatings on pools, spas, countertops, fixtures, appliances, decks and walkways.

The inspection service is conducted at the property to be inspected. The physical on-site inspection of the property is a very valuable time of exchange of information between the Inspector and the Customer, any particular concern of the Customer must be brought to the attention of the Inspector before the inspection begins. The written report will not substitute for the Customer's personal presence during the inspection. It is virtually impossible to fully profile any building with any reporting system. Unless the Customer attends and participates in the inspection process itself, the Customer will have no chance of gaining all of the information that is offered by our service.

We are proud of our service, and trust that you will be happy with the quality of our report. We have made every effort to provide you with an accurate assessment of the condition of the property and its components and to alert you to any significant defects or adverse conditions at the time of inspection only. However, we may not have tested every outlet, and opened every window and door, or identified every minor defect. Also because we are not specialists or because our inspection is essentially visual, latent defects could exist. Therefore, you should not regard our inspection as conferring a guarantee or warranty. It does not. It is simply a report on the general condition of a particular property at a given point in time. Furthermore, as a homeowner, you should expect problems to occur. Roofs will leak, drain lines will become blocked, and components and systems will fail without warning. For these reasons, you should take into consideration the age of the house and its protection policy.

Read it carefully. Such policies may only cover insignificant costs, such as that of roofer service. And the representatives of some insurance companies may deny coverage on the grounds that a given condition was preexisting or not covered because of a code violation or manufacture's defect. Therefore, you should read such policies very carefully, and depend upon our company for any consultation that you may need.

Thank you for taking the time to read this report, and call us if you have any questions or observations whatsoever. We are always attempting to improve the quality of our service and our report, and we will continue to adhere to the highest standards of the industry and to treat everyone with kindness, courtesy, and respect.

In addition, Havasu Home Inspection Company does not tacitly endorse or guarantee the integrity of any structure or component that was built or installed without permit, and which could include latent defects, or any item that may have

been subject to a manufacturer's recall. What Havasu Home Inspection Company provides is a conscientious but essentially visual inspection, recommendations for appropriate specialist service, and any consultation that may be necessary. In return, and in consideration of the fee, you are agreeing with your signature to abide by the terms and conditions of the contract and to follow specific stipulations that you must acknowledge with your initials, as follow:

**I agree that Havasu Home Inspection Company may report on suspicious stains or moisture damage, but that they are not licensed to inspect for mold or fungi.**

Initials: \_\_\_\_\_

**I understand/agree that Havasu Home Inspection performs a visual inspection of pools only. No components are disassembled, no water is removed and no specialized equipment to test for pool structure is used.**

Initials: \_\_\_\_\_

**I agree that any recommendations that Havasu Home Inspection Company may make for service, a second opinion, or permit research involving any component or condition should be completed and that Havasu Home Inspection Company will be held harmless for any subsequently alleged deficiencies.**

Initials: \_\_\_\_\_

**I agree to hold Havasu Home Inspection Company harmless for any defects that are alleged or which should have been discovered beyond the time of inspection. However, should a dispute arise during this period related to the inspection and report, or the interpretation thereof, that I will only undertake emergency measures and will not alter, repair, replace, correct, or modify any disputed component or condition without first giving the representative of Havasu Home Inspection Company the right to re-inspect. Furthermore, I agree that I will first attempt to resolve any dispute informally. Should such an attempt fail, I agree to submit the dispute to binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Incorporated, and that the decision of the appointed arbitrator shall be honored and binding on the parties and entered in any Court of competent jurisdiction.. Havasu Home Inspection Company limits its liability to the price paid for this cost.**

Initials: \_\_\_\_\_

**I agree that should I initiate either arbitration or a court action without first attempting mediation that I shall not be entitled to recover attorney's fees and costs that might otherwise be awarded to me through arbitration or a court action.**

Initials: \_\_\_\_\_

**I agree that if any portion of this contract is judged to be invalid or unenforceable by any court or arbitrator that the remaining terms and conditions shall remain in effect and binding between the parties.**

Initials: \_\_\_\_\_

**I agree to allow Havasu Home Inspection Company to release a copy of this report to seller and/or seller's agent.**

Initials: \_\_\_\_\_

**AUTHORIZATION FOR HOME INSPECTION ADDRESS:**

I have read and understood this contract and agree to all the terms and conditions therein, and in consideration of a fee of \$ \_\_\_\_\_, I authorize Havasu Home Inspection Company to complete an inspection of the property in accordance with the Standards of the Arizona Board of Technical Registration.

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