

DREAM HOME CONSULTANTS, LLC.  
INSPECTION AGREEMENT

This professional services agreement is made between Dream Home Consultants, LLC., (an Arizona Limited Liability Company), located at 8829 W. Kimberly Way, Peoria, AZ 85382, hereafter referred to as the inspector; and \_\_\_\_\_, hereafter referred to as the client.

**TYPE AND LOCATION OF INSPECTION** Client requests that the inspector perform a limited visual inspection of the property located at \_\_\_\_\_. The fee for this inspection is \$ \_\_\_\_\_. The inspection date is \_\_\_\_\_.

**SCOPE OF WORK** This inspection is conducted using the Standards of Professional Practice and the Code of Professional Conduct for Arizona Home Inspectors as adopted by the Arizona Board of Technical Registration. The objective of this inspection is to identify major defects requiring immediate major repair that may exist on the property at the time of the inspection. A major defect occurs when a component is significantly deficient and is not functioning as intended during the inspection. An immediate major repair is one that may cost more than \$1,000.00 when performed by a qualified licensed contractor. This inspection is limited to areas of the property that are visible and readily accessible at the time of the inspection. This inspection is not technically exhaustive and will not reveal all defects including concealed or latent defects. This inspection may be limited by weather or other conditions during the inspection and by builder rules and restrictions. Whether or not concealed, the following is a non-exhaustive list of conditions and components not within the scope of this inspection:

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| Building code and zoning ordinance violations,             | Geological stability and soil conditions,                   |
| Review of building permits and other property records,     | Structural stability and engineering analysis,              |
| Termites, other wood destroying organisms, and pests,      | Presence or absence of all environmental hazards, including |
| Building value appraisal or cost estimates,                | but not limited to lead, fungi, toxins, carcinogens, noise, |
| Condition of detached buildings,                           | radon, asbestos, water and air quality,                     |
| Recreational facilities such as pools, spas, saunas, steam | Underground tanks and pipes,                                |
| baths, playground, exercise and athletic facilities,       | Water softeners and purification systems,                   |
| Private water and sewer systems,                           | Remote control devices and setback thermostats,             |
| Automatic gates, elevators, lifts and dumbwaiters,         | Solar powered systems,                                      |
| Concealed components such as furnace heat exchangers,      | Low voltage electrical systems, and smoke detectors,        |
| Security alarms, intercoms, central vacuum systems,        | Telephone, cable TV, computer and similar wiring,           |
| Kitchen and household appliances,                          | Cosmetic deficiencies and normal wear and tear,             |
| Window treatments of any kind including screens,           | Carpeting, wallpaper and other interior finish treatments,  |
| Fire and lawn sprinkler systems,                           | Fences, gates and related components,                       |
| Adequacy or efficiency of any component,                   | Prediction of life expectancy for any component.            |

**RIGHT OF ENTRY** Client has secured from the owner of the subject property permission for inspector to enter the property at times convenient to client and inspector to conduct any and all inspections requested by client. Client will indemnify and hold inspector harmless from any action instituted against inspector by the owner of the subject property due to client's failure to secure inspector's right of entry. Client agrees to pay inspector an amount equal to one half of the inspection fee if the owner denies inspector entry to the property while inspector is on site.

**DISCLOSURE** Client expressly authorizes inspector to provide copies of the inspection report and to discuss inspector's findings and recommendations with parties who may, in the inspector's opinion, have a reasonable need for the information contained in the report including, but not limited to, the owner, owner's contractors, real estate agents, and government inspectors. Client may remove this authorization by providing written notice to inspector or by striking through and initialing this paragraph.

**THIRD PARTIES** Client agrees that inspector's written reports and verbal discussions are for client's benefit and use. In all other cases and for all other uses, inspector's reports, discussions, findings and recommendations remain the copyrighted property of inspector. Client warrants that there are no third party beneficiaries of this agreement. Client agrees to indemnify and hold inspector harmless for any damages or expenses, including legal fees and expenses, involved in defending against any claim made by a third party resulting from the work performed under this agreement.

**LEGAL FEES AND EXPENSES** If either party makes a claim against the other resulting from work performed under this agreement, except for claims involving unpaid fees, and fails to prove all aspects of the claim, the losing party will reimburse the prevailing party for all expenses involved in defending the claim including, but not limited to, attorney fees and expenses, court or arbitration expenses, and incidental related expenses.

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**RIGHT OF OBSERVATION PRIOR TO REPAIR** Client will immediately notify inspector of all components and conditions upon which client may base claims, actions, and complaints against inspector. Client will provide inspector the opportunity to observe all such components and conditions prior to making repairs or replacements (except emergency repairs necessary to protect life and property). Failure by client to provide inspector with the opportunity to observe all such components and conditions prior to repair or replacement will forever bar client from instituting claims, actions and complaints of any kind involving this inspection.

**LIMIT OF TIME TO FILE CLAIMS** Client will commence all claims, actions, and complaints of any kind (including arbitration) involving this inspection within 365 days of the date of this inspection. Failure by client to commence all claims, actions, and complaints within 365 days of the date of this inspection will forever bar client from instituting any and all claims, actions, and complaints of any kind involving this inspection.

**PAYMENT FOR SERVICES** Payment is due when services are rendered. Client agrees to pay all costs involved in collecting unpaid fees including, but not limited to, attorney fees and expenses, court costs, collection agency costs and incidental related expenses.

**MISCELLANEOUS PROVISIONS** The inspection and inspection report do not constitute a warranty or guarantee against defects of any kind that may exist on the property. Alternative dispute resolution proceedings (e.g., arbitration) shall occur at the subject property. Venue for legal proceedings shall be in the county in which the property resides. This agreement shall be interpreted using the laws of the State of Arizona. If any part of this agreement is determined to be unenforceable, the remainder of this agreement shall be enforced as though the unenforceable portion did not exist.

**BINDING ARBITRATION** CLIENT AND INSPECTOR AGREE THAT IT IS THEIR MUTUAL BEST INTEREST TO SUBMIT ALL DISPUTES UNDER ALL LEGAL THEORIES, INCLUDING THE TORTS OF GROSS NEGLIGENCE AND FRAUD, EXCEPT DISPUTES INVOLVING COLLECTION OF FEES FOR SERVICES, TO BINDING ARBITRATION TO BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION USING AN ARBITER EXPERIENCED IN RESIDENTIAL CONSTRUCTION. FINDINGS AND AWARDS FROM SUCH ARBITRATION MAY BE ENTERED INTO ANY COURT OF COMPETENT JURISDICTION FOR PURPOSES OF COLLECTION.

**CLIENT INITIALS** \_\_\_\_\_

**LIMITATION OF LIABILITY** CLIENT AGREES THAT INSPECTOR'S LIABILITY FOR SERVICES PERFORMED UNDER THIS AGREEMENT UNDER ALL LEGAL THEORIES, INCLUDING THE TORTS OF GROSS NEGLIGENCE AND FRAUD, IS THE FEE PAID BY CLIENT OR AN AMOUNT AGREED TO IN WRITING BY CLIENT AND INSPECTOR ATTACHED AS AN ADDENDUM TO THIS AGREEMENT. CLIENT UNDERSTANDS AND AGREES THAT INSPECTOR SERVICES DO NOT CREATE A WARRANTY OF ANY KIND REGARDING THE PROPERTY OR ITS IMPROVEMENTS. ALL WARRANTIES, IF ANY, ARE BASED ON CLIENT'S AGREEMENT WITH THE BUILDER OR OTHER RESPONSIBLE PARTY.

**CLIENT INITIALS** \_\_\_\_\_

I have read this agreement, including the arbitration and limitation of liability provisions, understand this agreement, and agree to be bound by the terms and conditions stated therein. I understand that one signature on this agreement binds all parties with an interest in the property.

\_\_\_\_\_  
Client

\_\_\_\_\_  
date

\_\_\_\_\_  
Bruce A. Barker, President (Arizona Certified Inspector 39784)