

Entire Valley Home Inspections, LLC - Home Inspection Agreement

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the Property at: _____

The terms below govern this Agreement.

1. The fee for our inspection is \$ _____, payable at a time of the appointment.

2. We will perform a limited visual inspection of the home and provide you with a written report identifying the defects that we (1) observed and (2) deemed material. The purpose of the inspection is designed to identify the general features and material defects in the systems, structures, and components of the inspected property. Style, aesthetics, normal wear and tear and cosmetics shall not be determining factors in considering whether a structure, system or component is defective. The Inspection is not intended to be technically exhaustive and as result, the "Client" is advised to consult an expert in the field of expertise in question for further evaluation. The report is only supplementary to the seller's disclosure statements.

3. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at www.nachi.org/sop and the Arizona Standards of Professional Practice for Home Inspectors.

4. Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas, lead paint, asbestos, urea formaldehyde, Chinese drywall, toxins, harmful unknown chemicals, or any harmful airborne particles including, but not limited to mold. The inspection also excludes: Water wells, septic tank/field systems, low voltage systems (Including communications and alarm systems), central vacuum systems, water purification system, water softener systems, yard watering systems, fire suppression systems and safety equipment. The inspection also excludes the identification of rodents, vermin, venous species such as spiders, scorpion, snakes or any type of insects or termites. Unless otherwise indicated in writing, we will not test for mold. Unless otherwise indicated in writing, we will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

5. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

6. LIMITATION ON LIABILITY AND DAMAGES. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than 1 time the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home. You acknowledge that these liquidated damages are not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee. The Inspection Report Is not a warranty, guarantee or an insurance policy, nor shall it be considered a substitute for the "Seller Property Disclosure Statement, Buyer's advisory or the seller's disclosures. The inspector reserves the right **NOT** to inspect any part of the property listed above, including, system, structure, or component deemed unsafe or inaccessible, concealed, obstructed, damaged or other circumstance beyond the control of the inspector. Items such as: Exterior barbeques, fireplaces, solid fuel or gas appliances, mechanical equipment related to pools or spas, yard structures, free standing features/structures not physically attached to the structure are outside the scope of this inspection.

7. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.

8. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. In no event the inspector will be responsible for any direct, indirect, special, consequential, exemplary or punitive damages, even if the Inspector is informed about the possible existences of such damages. The "Client" is to bring any claims or causes of actions within one (1) year from the date of inspection. Failure to comply with these conditions releases the Inspector from liability.

9. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.

10. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

11. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

12. You may not assign this Agreement.

13. In the event of a disputes arises between the "Parties" listed on this agreement, both "Parties" agree to enter mitigation or arbitration with a third-party entity to resolve any disputes.

14. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

CLIENT: _____ **Date:** _____

EVHI, LLC Inspector: _____ **Date:** _____

Name: Fernando Medina. BTR AZ HI License #: 68703

Payment Info: (V), (MC), (CK), (AMX), (Cash): _____

Exp. Date: _____ **Code:** _____ **Billing Zip Code:** _____