

**ANCHOR HOME INSPECTORS PLLC RESIDENTIAL INSPECTION AGREEMENT**

Inspector's Name: Stan Obcamp  
Company: Anchor Home Inspectors, PLLC  
Address: 3851 E. Thunderbird Rd. Suite # 111-152  
City, State, Zip: Phoenix, Arizona 85032  
Telephone: 602-702-6822  
E-mail: stanobcamp@anchorhomeinspectors.com

**THIS INSPECTION AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT.**

**PLEASE READ IT CAREFULLY.**

Date of Inspection:

Report #:

**Client Name(s):**

Property Address:

Key Map Location:

Client Telephone: Contact:

Client Telephone: Contact:

Agreed Inspection Fee:

Additional Fee(s) For: \$

Additional Fee(s) For: \$

**TOTAL INSPECTION FEES: \$**

1. **Client (s)** requests a limited visual inspection of the residential structure identified at the above address by the listed inspector of Anchor Home Inspectors PLLC, hereinafter collectively referred as the "**Company**" and **Client (s)** hereby represents and warrants that all approvals necessary have been secured for **Company's** entrance on to the property. **Client (s)** warrants: (a) they have read the following Agreement carefully, (b) they understand they are bound by all the terms of this contract, and (c) they will read the entire inspection report when received and promptly call **Company** with any questions they may have. This inspection will be conducted in accordance with the Arizona Standards of Professional Practice for Home Inspectors. A copy of the standards will be supplied on request or can be found on Anchor's web site at [www.anchorhomeinspectors.com](http://www.anchorhomeinspectors.com).

2. **Client (s)** understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. **Client (s)** agrees that they will not transfer or disclose any part of the inspection report to any other person with these exceptions **ONLY**. (a) One copy may be provided to the current seller(s) of the property, but only upon the express condition that the seller(s) covenant to use the inspection report only in connection with **Client's** transaction and agree not to transfer or disclose the report to any persons other than their real estate agent and (b) one copy may be provided

to the real estate agent representing **Client (s)** and/or a bank, or other lender for use in **Client's** transaction only. **Client (s)** agrees to indemnify, defend and hold harmless **Company** from any third party claims relating to this inspection or inspection report.

3. **Company** agrees to perform a limited visual inspection of the residential structure at the above address and to provide **Client (s)** with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies, as they exist at the time of inspection. This entire document is copyrighted and is not for use of any third party. It is for the exclusive use of the **client (s)** and Anchor Home inspectors.

4. **Client (s)** agrees to pay the fee stated above for the performance of the inspection. This amount shall be paid in full prior to the completion of the inspection or before the report is delivered. If fee is to be paid at closing, prior arrangement must be made and a fee of an additional \$75 will be billed. Should client fail to timely pay the agreed upon fee, client shall be responsible for paying any and all fees associated with collection, including but not limited to attorney's fees, costs, lost wages and interest accumulated at a 20% annual rate. The parties agree that the fee agreed to herein is not contingent on the reporting of any specific, predetermined condition of the subject property. The inspector has not and will not accept a fee or other valuable consideration in this transaction from any person other than the **client (s)**. The inspector has not and will not pay any portion of the fee received herein to any participant in this real estate transaction.

5. This inspection does not follow and/or comply with any warranty program.

6. The inspection **ONLY** includes those systems and components expressly and specifically identified in the inspection report. Any areas not exposed to view, are concealed, are inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or any other thing, or those areas / items that have been excluded by the Arizona Standards of Professional Practice for Home Inspectors and/or by agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. **Client (s)** agrees to assume all the risk for all conditions that are concealed from view at the time of the inspection or exists in any area excluded from inspection by the terms of this agreement. Maintenance and other items may be discussed, but will **NOT** form a part of the inspection report. The following areas/items, systems and components are among those **NOT** included in the inspection, unless noted in the additional fee(s) for line(s) of this contract:

- Code or zoning violations
- System or component installation
- Permit research
- Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing
- Termites or other wood destroying insects, rodents or other pests, dry-rot or fungus
- Latent or concealed defects
- Asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electro-magnetic fields, underground storage

- tanks, proximity to toxic waste sites or other environmental or health hazards
- Private water or sewage systems
  - Pools, spas, hot tubs, saunas, steam baths, fountains and / or other types of related systems and components
  - Repair cost estimates
  - Building value appraisal
  - Radio controlled devices
  - Automatic gates
  - Elevators, lifts, dumbwaiters
  - Thermostatic or time clock controls
  - Water softeners or purifiers
  - Radiant heat systems
  - Furnace heat exchanger
  - Solar heating systems
  - Gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve operation.
  - Any gas leaks
  - Odors or noise
  - Seismic safety
  - Freestanding appliances
  - Security or fire safety systems
  - Personal property
  - Any adverse condition that may affect the desirability of the property
  - Proximity to railroad tracks or airplane routes
  - Boundaries, easements or rights of way
  - Unique/technically complex systems or components
  - System or component life expectancy
  - Adequacy or efficiency of any system or component
  - Items specifically noted as excluded in the inspection report

If a more extensive inspection is desired of any of the areas/items, systems or components listed above, then **Client** shall contact the appropriate trade professionals.

7. Anchor Home Inspectors PLLC **DOES NOT** inspect security systems.

8. **Client (s)** understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures that may be required by law.

9. The written report to be prepared by **Company** shall be considered the final exclusive findings of **Company** of the structure. **Client (s)** understands and agrees they will not rely on any oral statements made by the inspector prior to the issuance of the written report. **Client (s)** further understands and agrees **Company** reserves the right to modify the inspection report for a period of time that shall not exceed forty-eight (48) hours after the inspection report has first been delivered to **Client (s)**.

10. **Client (s)** understands and agrees that any claim arising out of or related to any act or omission of **Company** in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to **Company** within ten (10) business days of discovery. **Client (s)** further agrees to allow **Company** to re-inspect the claimed discrepancy, with the exception of emergency conditions, before **Client (s)** or **Client's** agents, employees or independent contractor's repairs, replaces, alters or modifies the claimed discrepancy. **Client (s)** understands and agrees that any failure to notify the **Company** as stated above, shall constitute a waiver of any and all claims **Client (s)** may have against **Company**.

11. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration. This entire document is copyrighted and is not for use of any third party. It is for the use of the **client (s)** and Anchor Home Inspectors. The decision of the arbitrator appointed shall be final and binding and judgment on the award may be entered.

12. It is understood and agreed by and between the parties hereto that **Company** is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by **Company** in the performance of a limited visual inspection of the general condition of the structure's systems and components as described in Paragraph 6 and production of a written inspection report, that because of the limited nature of this inspection the inspection cannot be expected to uncover all defects or deficiencies within the structure and that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services. Thus, **Client (s)** and **Company** agree that in the event that the **Company** breaches its obligation or duty to perform such service and **Client (s)** is thereby damaged, then the liability of **Company** (including it's officers, agents and employees) shall be limited to a sum equal to the amount of the fee paid by the customer for inspection and report and this liability shall be exclusive.

**Client's Initials** \_\_\_\_\_

13. **Client (s)** understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement, that this agreement will form a part of the inspection report and the contract terms are accepted with the payment to Anchor Home Inspectors, PLLC and the delivery of the inspection report to the **Client (s)**. Anchor Home Inspectors, PLLC requires an inspection agreement to be signed by **Client (s)** prior to performing an inspection. If you were not present at the inspection and did not sign the Inspection Agreement, and a fee for services is paid, or client uses the inspection report, client accepts the inspection agreement in its entirety.

14. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in full force between the parties.

15. This Agreement represents the entire agreement between the parties. No oral

agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

16. I have read, understand and agree to all of the terms and conditions of this contract and will pay the fee listed above today. This entire document is copyrighted and is not intended for use by any third party.

**Dated:** \_\_\_\_\_

**Signature of Client/s:** \_\_\_\_\_

\_\_\_\_\_

**Dated:** \_\_\_\_\_

**Anchor Home Inspectors, PLLC:** \_\_\_\_\_