



GREAT OWL PROPERTY INSPECTIONS

P.O BOX 8098
CHANDLER, AZ 85246
info@gopropertyinspections.com
(480) 772-5562

Client:
Address:

Report #:
Subject Property:

City/ State/Zip:

I/ We (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by Great Owl Property Inspections (Inspector) for my/ our sole use and benefit. I/We warrant that I/ We will read the following agreement carefully. I/We understand that I/We are bound by all the terms of the contract. I/We further warrant that I/We will read the entire inspection report when received and promptly call the inspector with any questions I/We may have.

SCOPE OF INSPECTION

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in accordance with the Standards of Professional Practice adopted by the Arizona State Board of Technical Registration, a copy of which is available upon request.

OUTSIDE SCOPE OF INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The inspection and report are for conditions observed at the time of the inspection, any defects or failures to general systems and components after the inspection are outside the scope of this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION

- Our inspection will not include cosmetic items or finish blemishes.
- Specific components noted as being excluded on the individual systems inspection forms
- Private water or private sewage systems
- Saunas, steam baths, or fixtures and equipment
- Pool or spas equipment and bodies, underground piping
- Radio-controlled devices, remote pool lighting, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls
- Water softener / purifier systems or solar heating systems, irrigation/sprinkler system
- Furnace heat exchangers, evaporative coolers, freestanding appliances, security alarms, intercom systems or personal property
- Adequacy or efficiency of any system or component
- Prediction of life expectancy of any item
- Building code or zoning ordinance violations, building permit filing status
- Building value appraisal or cost estimates
- Building fire extinguishing systems
- Geological stability or soils condition
- Structural stability or engineering analysis
- Termites, pests or other wood destroying organisms
- Mold, asbestos, radon, lead, Chinese drywall, formaldehyde, water or air quality, electromagnetic radiation or any environmental hazards
- Conditions behind or inside of walls or ceilings, infrared inspections
- Condition of roofing paper under roof tiles, shingles or other weather element protective material
- Condition of garage storage cabinets, detached buildings or structures

(Some of the above items may be included in this inspection as a courtesy. BOLD items may be reported for an additional fee – if samples have been gathered for testing, results apply to the location of samples taken only, entire home was not tested). Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, client must do so at client's expense.



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ARBITRATION: Any dispute, controversy, interpretation or claim including claims for , but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted **first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures.** If you would like to utilize the Mediation or Arbitration Services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.

NOTICE: You and we would have a right or opportunity to litigate disputes through a Court and have a judge or jury decide the disputes but have agreed instead to resolve disputes through mediation and binding arbitration.

USE BY OTHERS: Client promises Inspector that Client has requested this inspection for Client's own use only and will not disclose any part of the inspection report to any other person with these exceptions **ONLY**: one copy may be provided to the current seller(s) of the property for their use as part of this transaction only, and one copy may be provided to the real estate agent representing Client and/or a bank or other lender for use in Client's transaction only.

ATTORNEY'S FEES: The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorney's fees, arbitrator fees and other related costs.

SEVERABILITY: Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, void able or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

LIQUIDATED DAMAGES

It is understood and agreed by and between the parties hereto that the INSPECTOR/INSPECTION COMPANY is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by the INSPECTOR/INSPECTION Company in the performance of the limited visual inspection and production of a written inspection report as described herein, that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services and in case of failure to perform such services, and a resulting loss the INSPECTOR/INSPECTION COMPANY'S liability here under shall be limited and fixed in an amount equal to the inspection fee paid multiplied by two (2), or to the sum of five hundred dollars (\$500.00), whichever sum shall be less, as liquidated damages, and not as a penalty, and this liability shall be exclusive.

No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against the Inspector/Inspection Company, or its officers, agents or employees more than one year after the date of the subject inspection. Time is expressly of the essence herein. The written report to be prepared by Inspector shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the Inspector prior to issuance of the written report .This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, agents, and representatives of any kind whatsoever. This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.

**INSPECTOR:
INSPECTOR PHONE:
SCHEDULE DATE:**

**INVOICE TOTAL:
PAYMENT:
TOTAL DUE:**

CLIENT SIGNATURE

DATE

SIGNATURE HOME INSPECTION COMPANY

DATE