



## INSPECTION AGREEMENT

Haley J. Sisson AZ Certification No. 50859  
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Client \_\_\_\_\_ Phone number: \_\_\_\_\_

Client's e-mail address: \_\_\_\_\_

The above client directly or through its authorized agent has requested Mile High Property Inspections, LLC to perform a visual, non-invasive inspection at the address listed hereon.

The address of the Property is: \_\_\_\_\_

Fee for the inspection is \$ \_\_\_\_\_ Date of the inspection: \_\_\_\_\_

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by and between Mile High Property Inspections (hereinafter referred to as "Inspector") and the above Client, collectively referred to herein as "Parties". The Client understands and voluntarily agrees as follows:

Client agrees that Mile High Property Inspections has been hired to perform a non-invasive, visual inspection of the Property. The purpose of the inspection is to give the Client a better understanding of the property conditions as it exists at the time of the inspection. Client agrees to pay the fee for the inspection as listed above. The inspection must be paid for by the day of the inspection and no report will be delivered to the client without the inspection being paid for in full. Inspector agrees to provide Client with a written report identifying the defects that Inspector both observed and deemed material. If for any reason, the inspection is not paid for by the day of the inspection, client understands that additional charges will be incurred. If for any reason the inspection remains unpaid for 30 days, no written report will be delivered.

All areas to be inspected are required to be readily available and accessible. Mile High Property Inspections LLC shall not be required to inspect any system or component which is not readily accessible.

Inspector agrees to perform an inspection that complies with the Arizona Standards of Professional Practice for Home Inspectors. Although Inspector agrees to follow these Standards of Practice, Client understands that these Standards contain limitations, exceptions and exclusions. Unless otherwise indicated through a separate contract, Client understands that Inspector will not be testing for the presence of radon, mold, the presence of potential dangers arising from asbestos, lead paint, formaldehyde, soil contamination and other environmental hazards or violations. The Inspector will not

check for compliance with applicable building codes or zoning ordinance violations. The inspection does not include any destructive testing or dismantling of building components. A satisfactory or operational notation does not mean that the item is perfect, but that it is either functional or met a reasonable standard on the day of the inspection. Unexpected repairs should still be anticipated. The Inspector will take into consideration when a structure was built and allow for predictable deterioration that would occur over time.

The following items will not be inspected, operated and are outside the scope of this inspection: (unless agreed upon prior to the inspection) Detached buildings, including garages and sheds, low voltage lighting, photocell controlled lights, timers of any kind, self-cleaning functions of ovens, geological stability or soil conditions, flood potential, engineering analysis, retaining walls that are not structural components, sprinkler systems, pools or equipment related to pools, spas or Jacuzzis, presence or damage caused by termites, pests, elevators, solar systems, central vacuum systems, lightning arrestors, private water or sewage systems, any system shut down or appliance that does not have a pilot light lit, buried piping, underground electrical, fountains, and water features, automatic gates, load control devices, the hermetic seal of dual glazed windows and skylights, BBQ's, telephone or television systems, audio, alarm, and intercom systems, water conditioning systems, sink or tub overflows, radiant floor heating, water pollutants, air quality, toxic or flammable substances, electromagnetic fields or prediction of life expectancy.

The inspection and report are for the sole use of Client. Client gives Inspector permission to discuss and disclose the written report with Client's real estate agent. The Inspector will not discuss the written report with current home owner unless that owner is the Client or Client has asked the Inspector to do so. Inspector accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it do so at their own risk and release Inspector from any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in this agreement. Inspector's inspection of the property and the report are in no way a guarantee or a warranty, express or implied, regarding the future use, operability, habitability or suitability of the Property or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. If any Property or portion of any Property that is to be inspected is a log home, log structure or includes similar log construction, Client understands that such structures have unique characteristics that make it impossible for an Inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this agreement does not include decay of the interior of logs in log walls, log foundations or roofs of similar defects.

Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. Client acknowledges that the liability of Inspector for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the Inspector's negligence or breach of any obligation under this agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the inspector, and this liability shall be exclusive. Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the Property even if the Client has been advised of the possibility of such damages. The Parties acknowledge that the liquidated damages are not intended as a penalty but are intended to reflect the fact that actual damages may be difficult and impractical to ascertain, to allocate risk among the Inspector and Client and to enable the Inspector to perform the inspection at the stated fee.

In the event of a claim against the Inspector, Client agrees to supply Inspector with the following:

- 1) Written notification of adverse conditions; and
- 2) Access to the premises.

Failure to comply with the above conditions will release Inspector from any and all obligations or liability of any kind.

The Client agrees that any litigation arising out of this agreement shall be filed only in the court having jurisdiction in the county of which the Inspector has its principle place of business. In the event that Client fails to prove any claims against Inspector in a court of law, Client agrees to pay all legal costs, expenses and fees of Inspector in defending said claims. If any court declares any provision of this Agreement invalid, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the Parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of Inspector shall be binding unless reduced in writing and signed by the Inspector. No change shall be enforceable against any party unless it is in writing and signed by the Parties. This agreement shall be binding upon and enforceable by the Parties and their heirs, executors, administrators, successors and assignees. Client shall have no cause of action against Inspector after 90 days from the date of inspection. Payment of the fee to Mile High Property Inspections LLC is due prior to the inspection or upon completion of the inspection. The Client agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees if any.

If Client requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.

**HOLD HARMLESS CLAUSE:** Client agrees to hold Inspector harmless and keep Inspector exonerated from all loss, damage, liability or expense occasioned or claimed by reasons or acts of neglect of the Client.

**IMPORTANT:** It is recommended that any deficiencies and components/systems related to these deficiencies noted in the report be evaluated and repaired as needed by licensed contractors/ professionals prior to the close of escrow.

I hereby authorize the inspection of this property having read and understood this Agreement.

\_\_\_\_\_ Date: \_\_\_\_\_  
Client

\_\_\_\_\_ Date: \_\_\_\_\_  
Haley J. Sisson, President, Mile High Property Inspections