



Inspection Agreement

18282 N. Canyon Dr., Littleton, CO 80127



Phone: 303-697-3510

Note: This agreement contains an arbitration clause

Inspection Date:

Subject Property: This agreement made and entered into by and between

Property Name: _

address: _

Client: _

hereinafter called the "Client" and Access Inspections Inc., hereinafter called the "Inspector", WITNESSETH:

Prior to the inspection, the Client will notify the buying/listing or building's agent, or owner of the property, of the date and time of the inspection. Client will ensure that all utilities are turned on prior to the inspection and arrange for entry into the building. The inspection and report is only for the subject building listed above. Any other structures will be subject to further negotiation and additional fees.

The Client, for the completion and delivery of the inspection report described herein, agrees to pay to the Inspector as agreed in the previous e-mail payable by check, cash or VISA/MasterCard at the time of the inspection. A credit Card shall be provided for a deposit to hold the inspection time after the time and date is confirmed with the seller and seller representative. A deposit of 30% of the inspection fee listed above will be charged if the inspection is cancelled. If no other payment is made the credit card given to hold the inspection will be charged at the time the report is delivered. The report will be emailed to the Client no later than 2-business days from the end of the inspection. Re-inspections of the subject property as requested by the Client for any reason shall be bound by this agreement and will be subject to additional charges. In consideration therefore, the Client agrees as follows:

Inspection Scope and Limitations

The inspection and written report includes a comprehensive visual inspection of readily accessible systems and components of the property described above and provides a descriptive listing of significant components and a description of any deficiencies found. The Client can realistically expect to gain a general sense of the material condition of the building that can be discovered under the scope of this inspection.

Areas that are not readily accessible or visible to the Inspector are not included in this inspection or report. Conditions that can only be discovered by invasive methods, removal of materials or dismantling of systems are not included. The Inspector is not required to move debris, furniture, equipment, carpeting or other items, which may impede access or limit visibility, or enter any area where the opening is less than 24 inches high and wide or as the Inspector deems unsafe. The Inspector will not operate systems or equipment in any way beyond that of a building owner engaged in the routine operation or maintenance of items in the building. The Inspector will not turn on circuit breakers or valves or plug-in or otherwise make connections in order to operate any device, appliance or system.

The inspection is not technically exhaustive nor will the Inspector determine the life expectancy, strength, adequacy, effectiveness, or efficiency of any system or component. The Inspector does not use all of the special equipment, or inspect to the same level of detail, that a specialist technician would. Therefore it is possible that a second opinion by a specialist will reveal items that the Inspector does not discover. If the Inspector recommends consulting other specialized experts, any such consultation shall be at the Client's sole discretion and expense.

This is not a code inspection. The Inspector does not by requirement report on compliance or non-compliance with any building, electrical, mechanical or plumbing codes in effect at the time of construction or this report. Some references may be made regarding codes to inform but are not intended to require or imply full code compliance studies. The Inspector does not conduct tests for water quality or quantity, radon, asbestos, insect infestation, mold, lead paint or any other tests. The Inspector does not test or determine the presence of environmental hazards or toxins although visual references to the potential of these will be referenced

The Inspector is not required to inspect or report on cosmetic/aesthetic defects which include but are not limited to the following: foggy window panes; scratches; small holes; defective carpet; typical minor cracks found in concrete, stucco, asphalt; painting requirements when structural damage is not imminent and other minor defects which have no bearing on the structural integrity of the property. If items of cosmetic/aesthetic nature are commented on, it is intended as a side note for the benefit of the client and for that item only and does not constitute a minimum standard for the report, nor indicate all components were checked for this issues.

The inspection does not include appliances or equipment that are present such as, but not limited to, swimming pools, saunas, spas, the structures relating to those items, docks, water softeners, freezers, refrigeration units, water treatment systems, playground equipment, fences, awnings, central vacuum systems, wood stoves, gas logs, space heaters, solar heating systems, wells, well pumps, septic systems or other water storage devices.

Do not consider this inspection to be an implied warranty that any or all systems and material conditions are or will be problem-free. Deficiencies and defects, which are latent or concealed, are excluded from the inspection.

This inspection is not a substitute for any property disclosure statements required by law or lending institution; nor does it substitute for or replace any disclosure obligation of the seller. The Inspector has no present or contemplated future interest in the property to be inspected.

Inspection Standards

The inspection will be performed in compliance with currently accepted building or construction standards. The inspection will include building components in the ANSI Standards however the report will be in a non-ANSI standard format. Cost Estimates can be provided at additional cost, however each client has different plans for a property and it is intended that systems or items that may most impact a client can be followed up with a contractor to determine cost estimates that will be more accurate than rule of thumb estimates.

Limitation of Liability

Liability for errors and omissions in this inspection is limited to the cost of this inspection. This amount shall be deemed liquidated damages, and the Client agrees to immediately accept a refund of the Fee as a full settlement of any and all claims which may ever arise from the inspection.

ARBITRATION CLAUSE: Any dispute, controversy, interpretation of claim including claims for, but not limited to, breach of contract, 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 to final and binding arbitration under the rules and procedures of the Expedited Arbitration of Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed there under shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.

ATTORNEY'S FEES: In the event legal proceedings are instituted against the Client by Access Inspections Inc., Inspector for payment of inspection fee or any dispute arising out of this agreement, the inspection, or report(s), including proceedings instituted by the Client against Access Inspections Inc./Inspector, then the Client agrees to pay all Court costs attorney's fees, arbitrator fees and other related costs incident to such proceedings, if judgment is in favor of Access Inspections Inc., /Inspector.

SEVERABILITY: Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable 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.

USE BY OTHERS: The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any third party not involved in the transaction. Client may distribute copies of the inspection report to any other party directly involved in this transaction, but Client and Inspector do not in any way intend to benefit said parties directly or indirectly through this Agreement or the inspection report. Client agrees to indemnify, defend and hold inspector harmless from any third party claims arising out of client's unauthorized distribution of the inspection report.

THE CLIENT HAS READ THIS CONTRACT, understands and agrees to the limitations of this inspection.

IN WITNESS WHEREOF the Client and Inspector have executed this agreement this

Date _____ Client signature _____

Date _____ Inspector signature  _____