

Kei HOME INSPECTIONS, L.L.C.

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VISUAL, NON-TECHNICAL PROPERTY/ HOME INSPECTION AUTHORIZATION, AGREEMENT, AND INVOICE

CUSTOMER NAME ("Customer")

SUBJECT PROPERTY ADDRESS ("Subject Property")

AZ STATE CERTIFIED INSPECTOR: Kei Josephson

AZ STATE CERTIFICATE # 72822

AUTHORIZATION AND AGREEMENT

This Agreement is made by and between Customer and Kei Home Inspections, L.L.C. ("KeiHI"). Customer hereby authorizes and contracts for KeiHI to conduct an inspection on the Subject Property. KeiHI will prepare and provide Customer with a written report ("Inspection Report"). Customer agrees to all terms and conditions in this Agreement. Customer shall provide legal access to the entire property for the purpose of conducting the building inspection that is the purpose for this Agreement. The agreed inspection fee is payable prior to or at the time of the inspection.

This Agreement, when signed by Customer, shall constitute the entire agreement between Customer and KeiHI. Customer shall not rely upon, nor shall KeiHI be bound to, any oral statements made by KeiHI or the assigned inspector, whether made prior to or after signing this Agreement.

This agreement contains limitation of liability, liquidated damages, and indemnification provisions.

(Please review and initial below)

X Please Initial _____ I AGREE to the limitation of liability, liquidated damages, and indemnification provisions of this agreement.

X Please Initial _____ I understand that any components or conditions listed in the report for service or further evaluation should be scheduled for service as soon as possible by licensed contractors where applicable, because additional conditions in need of service or recommended upgrades could be revealed by a specialist.

THE INVOICED TOTAL FEE FOR THIS INSPECTION IS: \$ _____

Inspection Date: _____

Payment is due at time of service.

In signing below, Customer and/ or its authorized agent acknowledges that he/ she has read both pages of the inspection agreement, understands and accepts the terms, conditions and limitations as outlined in this HOME INSPECTION AUTHORIZATION AND AGREEMENT.

X _____
(Signature of Customer or Authorized Agent) (Print Name) (Date)

For Office Use Only

Invoiced Amount \$ _____ Date Paid _____

Paid in Full By (please circle): Check Credit Card Other

Kei Home Inspections: _____

Scope and Purpose / Limitations and Exclusions

1. KeiHI will inspect in accordance with the Arizona Standards of Professional Practice for conducting general, visual, non-technical inspections as they apply to the scope, purpose and limitations of the inspection as set forth in the DESCRIPTION of HOME INSPECTION SERVICES (A copy of the standards is included with the full report and also at our website). Accordingly, KeiHI will visually examine the safely and readily accessible portions of the structural, heating, cooling, plumbing, roofing, electrical and permanently attached kitchen appliance systems and components of the Subject Property. Only the visible and safely and readily accessible portions of the items and components specified in the inspection report shall be inspected. No other systems, items or appliances are included in this inspection. KeiHI's inspection is supplemental to any real estate transfer or seller's disclosure statement and shall not be used as a substitute for such disclosure statements.

2. This is not a technical inspection. No engineering test will be made. No examination will be made to determine compliance with any governmental ordinance, regulation, or code. The inspection report is not to be considered an implied or express warranty or insurance on the Subject Property or its components concerning future use, operability, habitability, or suitability. KeiHI is not responsible for any condition affecting any system or component which occurs *subsequent* to the inspection or is intermittent and/or otherwise not detectable **for any reason** during the inspection.

3. **Expressly excluded from the inspection are:** any systems that are shut down or inactive; any review or investigation of information pertaining to manufacturers' recalls of any component or equipment; the presence/damage caused by insects or other pests; low voltage systems;(swimming pools/spas (unless otherwise agreed upon), saunas, and hot tub systems; electrostatic precipitators or electronic air cleaners or filters; septic systems; any component or system which is underground; private water systems or equipment; wells and well pumps; cisterns, ponds, fountains, water quality or volume water condition systems; elevators, lifts, dumbwaiters; audio and video systems; central vacuum systems; fencing, automatic gates; landscaping irrigation systems; playground equipment; active and passive solar systems; soils; security systems; smoke or fire detection or suppression systems; window and door screening; retaining walls; any detached buildings or structures (other than garage, carport, or separate living quarters, i.e. guest house); and any inspection or testing of any toxic or dangerous substances including asbestos, lead or gasses including radon and formaldehyde, other than gases typically used as fuel for home heating systems, or any system or item not included in or which is excepted for the inspection report. The inspection will not include any area that has access or clearance less than thirty inches in either direction or is not safely accessible from a thirteen-foot ladder.

4. KeiHI warrants that its inspection services will be performed in accordance with the Scope and Purpose of this Home Inspection Authorization and Agreement and the inspection report only. **This limited, nontransferable warranty is the only warranty provided by KeiHI and No other warranty is expressed or implied under this Agreement. All other warranties, including warranties of merchantability and fitness for particular purpose, are expressly excluded. This stated express warranty is in lieu of all liabilities or obligations of KeiHI for damages arising out of or in connection with the performance of the inspection and delivery and use of and reliance on the inspection report. KeiHI does not guarantee that the structure inspected will be free from faults or defects. Customer waives any claim for consequential, exemplary or incidental damages, even if customer has been advised of the possibility of such damages.**

5. **In the event of a breach or failure of the foregoing warranty, Customer agrees that Kei Home Inspections, L.L.C.'s sole liability shall be for liquidated damages in an amount equal to all amounts paid to**

KeiHI by the Customer pursuant to this Agreement. Customer acknowledges that such liquidated damages are not intended as a penalty but are intended to (1) reflect the fact that actual damages may be difficult and impractical to ascertain; (2) to allocate risk among Kei HOME INSPECTIONS, L.L.C. and Customer; and (3) to enable Kei HOME INSPECTIONS, L.L.C. to perform the inspection at the stated inspection fee.

6. **Customer shall indemnify and hold Kei Home Inspections harmless from all claims for damages and expenses, except as specifically provided herein.** Further, in exchange for tender of refund of the inspection fee paid by Customer under this Agreement, Customer agrees such tender of refund shall be full and final settlement of all present and future claims and causes of action and shall provide Kei Home Inspections, L.L.C. with a full release.

7. The Inspection Report is not intended for use by anyone other than the Customer. No third party shall have any right arising from this Agreement or the Inspection Report. Customer agrees to bear full risk arising out of or from any release by KeiHI of the Inspection Report to any Third Party done at Customer's request. Customer agrees to indemnify and hold harmless KeiHI, its agents, employees, inspectors, directors, officers, shareholders, successors and assigns, for all costs, expenses, legal fees, awards, settlements, judgments, and any other payments of any kind whatsoever incurred and arising out of a lawsuit, cross-complaint, counter-suit, arbitration, administrative proceeding, or any other legal proceeding brought by any third party against KeiHI relating to this Agreement and the Inspection Report. Except in instances of willful misconduct by the individual inspector, Customer shall look solely to KeiHI for any and all liability related to the inspection.

8. Prior to asserting any claim against KeiHI, Customer shall first provide notice three (3) working days prior to initiating any repair or replacement to the subject area, component or item inspected, and shall permit KeiHI to re-inspect such area component or item to evaluate the validity of the claim. Customer's failure to provide notice and/or re-inspection shall be deemed a waiver of any warranty provided in this Agreement for the subject area, component, or item.

9. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation 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.

10. Any action brought by Customer pertaining to the inspection must be made not later than (1) one year following the date of the Inspection Report; or (2) 120 days after discovery by the Customer of the condition which forms the basis of the action, whichever shall occur first. **This period is shorter than otherwise provided by law.**