

Inspection Contract Agreement

This contract is an agreement between the client listed below, and Michael S. Tucker D/B/A POM Home Inspection, to perform an inspection of the home or building listed below according to the "Standards of Practice" of AZ ASHI and AZ BTR . These standards of practice inform you of what a home inspector should report, and what is not expected of the home inspector to report. This inspection is a limited visual inspection as a generalist. Areas that are inaccessible are not part of this inspection including but not limited to: behind walls, furniture, under rugs, inaccessible areas and below soil. The client signing below assumes all risk for potential problems or conditions including those areas not accessible by the inspector. The Client assumes all risk for problems noted in this report that may reveal further damage during a repair or further investigation by a qualified professional. Your signature (by pen or electronically), is your acceptance of these terms and conditions. A home inspection is not technically exhaustive and the inspector does not dismantle or perform testing that is destructive. The inspector is limited by this inspection agreement and cannot be expected to find or discover all defects in this building.

The purpose and scope of this inspection is to provide you with a better understanding of the property's condition as observed at the time of the home inspection. It will include an inspection of: Structural Components, Exterior, Roofing, Plumbing, Electrical, Heating, Central Air Conditioning, Interiors, Insulation, Ventilation and built-in kitchen appliances.

Our inspection does not include the inspection or any part of testing or determining whether or not these conditions exist such as: Asbestos, Formaldehyde, Mold or Fungi, or bio-aerosols. Soil or geological conditions. Pools and or equipment related to pools, spas or jacuzzis. Pests or Termites or wood eating insects. Elevators, solar systems. Refrigeration units, water filtration units, security alarms, intercoms, phone, cable, satellite, window treatments or mini-blinds, oven clocks or timers or clean feature, central vacuum solar systems or lightning arrestors. This inspection does not include a test on "Synthetic Stucco" as this is a separate test and contract. POM Home Inspection will not operate heating or cooling systems in temperatures that may cause damage to the unit. Air conditioning system will not be operated by POM Home Inspection in outside temperatures of 65 degrees or less. We do not inspect heat exchanger for cracks. Plumbing and electrical must be turned "on" for the inspection of these areas and components. Well or spring systems, pressure, depth, water level or condition is not part of this inspection. Furnaces, must be "on" or capable of being turned on by using normal operating controls. Pilot lights must be "lit" in order to inspect these components or systems (i.e. gas fireplace, wall heaters). Septic field inspections are not inspected and are not part of this contract. POM Home Inspection Inspection does not inspect for code compliance or ordinances. This inspection does not include detached buildings or garages.

The home inspection report is an "opinion" of POM Home Inspection. Our interpretation of what is good or fair, may be different than yours. You are encouraged to be present at the time of your inspection so we will both have an understanding of each others perception. The client accepts responsibility for incomplete information if the Client did not attend the inspection. Our purpose is to determine whether or not a system or component (electrical, heating, visible structure etc) is functioning for which it was intended. We are not responsible to determine all that may be wrong with that system or component, just whether or not a second opinion is needed, such as a licensed electrician or HVAC contractor, or any specialist for that field or trade. They determine what steps are necessary to correct. Their troubleshooting may reveal additional items not mentioned in this report. Any item mentioned in the report may need additional inspections by other qualified specialists. It is up to the Client who will be the person signing this contract to seek qualified specialists to investigate further any item or component that is commented on in the inspection report before closing. We are not responsible for items mentioned in this report. We are not a guarantee nor do we guarantee any items or opinions described on this report. This inspection is to reduce the risk of finding a potential problem, not to eliminate them. We are not a home warranty company nor do we carry insurance on warranty claims. It is strongly recommended that a buyer of a home consider purchasing a one year home warranty which is not part of this agreement. The limited liability of the inspector and POM Home Inspection and the inspection report to the Client, spouse, executors or heirs or administrators are limited to a refund up to the fee paid for this inspection and report.

Should the Client want an inspection that does not limit the liability to a refund of the fee paid for the inspection and report, The Client can receive a technically exhaustive inspection and report without the limitation of a refund of the fee paid. The minimum fee for this type of inspection is \$2,700 and up depending upon square feet. This technically exhaustive inspection will be performed with licensed engineers, HVAC,

Plumbers, Electricians, General contractors and others depending upon the extent of services requested. If the Client chooses this technically exhaustive inspection, the Client must first call for a quote and request a different contract other than this one.

The Client's signature below indicates the Client does not want a technically exhaustive inspection without the limits of liability to the inspector or POM Home Inspection. By payment of our fee and the Client's signature, the Client acknowledges and understands and agrees to the statements and terms contained herein, and will hold POM Home Inspection and myself harmless to any claims made. The Client, spouse, executors or heirs or administrators are limited to a refund of the fee paid for this inspection and report. This limitation applies to anyone who claims damages or expenses of any kind incurred due to the errors or omissions in this inspection and report.

The cost of the home inspection is based upon heated square feet of the home to be inspected. Payments must be made at the time of inspection. POM Home Inspection agrees to provide you with a report within three business days or sooner by providing your email address.

A copy of this report will be sent to your real estate agent representative for you unless you notify us not to send a copy.

POM Home Inspection MUST RECEIVE A COPY OF THIS AGREEMENT SIGNED BY THE CLIENT BEFORE THE INSPECTION CAN BEGIN (either electronically or physically). If viewing this online, Click on the I agree button below if you agree to the terms and conditions spelled out in the agreement. The inspector and company agrees to this agreement if it is being presented to you online with the I agree button below.

Client Name:

Customer Signature (if signing in person)_____

Inspector Signature (if signing in person)_____

Michael S. Tucker POM Home Inspection

Location:

Date: 12/28/2015

Inspector: Michael S. Tucker

Total Inspection Cost: \$0.00