



## Home Inspection

### PRE-INSPECTION AGREEMENT

#### **Fritz Kelly Az Cert.# 38438**

The purpose of this inspection is to identify and disclose to you the visible and apparent condition of the major systems as they prevailed at the time and date of the inspection. The report pertains to readily accessible areas of these included systems. Defects that would be considered very obvious to a casual observer may not be included in this report. The guidelines of the Arizona Board of Technical Registration are used as a basis for the inspection.

The home is not specifically inspected for compliance with the various governmental or non-governmental codes or regulations.

Furniture, appliances, items in storage, etc. are not moved for the inspection. We did not perform water, soil, air, pest or materials analysis, including those for health or environmental considerations, (i.e. Asbestos, Radon, Formaldehyde, Water pollutants, Mold or Lead contaminants).

The inspection is essentially visual; it is based upon the experience and opinion of the inspector and it is not meant to be technically exhaustive. The home is not specifically inspected for termite infestation, however, if any insect damage is observed, it will be noted in the report.

**This report is not meant to be a warranty or guarantee, expressed or implied, of adequacy or performance of structures or systems or their component parts.** The premises and/or systems may be in good condition when examined, but the condition may change thereafter.

#### **The following items are inspected:**

Roof, Foundation, Accessible portions of the plumbing (supply and waste), Accessible portions of the electrical system, Accessible crawl spaces and attics, Exterior condition, Built in appliances, Heating and Cooling systems, Windows, Doors, Flooring, Drywall, Site drainage affecting the structure, Garage. Insect damage and mold will be noted if visible.

#### **The following items are not included in an inspection unless specified (extra charges apply):**

Swimming pools                      Hot Tubs                                      Outbuildings                                      Guest houses

#### **The following items are not included in an inspection:**

Window air conditioners      Portable appliances                      Freezers                                      Landscaping / Fences  
Solar heating systems              Septic systems                                      Sprinkler systems                      Private wells  
Water softeners/filters              Alarms or intercoms                      Humidifiers                                      Landscape Lighting

**Insuring that the utilities** are turned on for the inspection is the responsibility of the Agent or Seller and extra charges will apply for return trips to the property.

**Kitchen appliances** are checked as well as possible within the confines of a building inspection. For example, the heating elements of a range or oven can be checked for heating, but oven calibration is beyond the scope of a building inspection. In the same way, refuse is not used to test a garbage disposal, dishes are not washed in the dishwasher, etc.

**Wet crawl spaces** or those with very low head room are not entered but are examined from the access hatch. Attics are entered if an access opening is readily accessible. The inspector will not enter any area which he consider dangerous.

**Electrical or mechanical** systems that have been shut down are not inspected. In addition, if these systems do not respond to normal controls, then the system cannot be activated or operated. The inspector does not examine any systems whose utilities are off.

**A representative number** of windows are checked for normal operation and secure locking.

A representative number of electrical outlets, switches and fixtures are spot-checked for operation.

**Heating systems** are checked for proper operation. Normal burner and fan (if present) operation is verified. Heat exchangers are 90% hidden from view and are only partially inspected during this limited time of inspection. Accessories such as humidifiers, electronic air cleaners, etc. are not inspected, although their general condition may be noted.

**Central cooling systems** are not activated when the ambient temperature is below 55 degrees F., as damage to the compressor is likely. Similarly, heat pumps cannot be operated during periods of high temperatures. When the outside temperature is moderate, the cooling power of the system can only be estimated as there is no load on the system.



Home Inspection

It is understood and agreed to by both parties that Kelly Home Inspections is not an insurer and is not insuring the property inspected against defects or the future condition of this property, its structural components, its various plumbing, mechanical and electrical systems. Virtually every home will have some flaws or defects not identified in this report. We can reduce your risk in purchasing, but we cannot eliminate it nor do we assume it.

This report is for the sole benefit of the named client. Third parties that utilize the contents of this report for their own use, do so at their own risk, and assume all risks and liabilities of such action.

In the event that the client feels that there has been a misrepresentation of the property or its components by Kelly Home Inspections, the client agrees to notify the inspection company within 30 days to re-examine these conditions before making any remedial repair. Failure to do so will void any further responsibility of Kelly Home Inspections.

If the client makes claim that we have been negligent in making the inspection and/or preparing the report, or if the client is not satisfied that we have reasonably satisfied our obligations and duties under this inspection agreement, all parties agree that the claim against Kelly Home Inspections will be limited to no more than the fee paid for their services. If the property is being sold with a third party warranty, any claim must be filed against the warranty not the inspection company.

In the event a claim should arise from the inspection or inspection report, it is agreed that this claim shall be decided by arbitration in accordance with the Expedited Arbitration Rules of the American Arbitration Association, and the choice of arbitrators shall include at least one Certified member of the American Society of Home Inspectors (ASHI). Notice of the demand for arbitration to be filed in writing to Kelly Home Inspections Within one year from the date of this agreement or it is agreed that any claims will be waived. In any arbitration or legal action in which we are found to be without fault, the client(s) agree to reimburse Kelly Home Inspections for any attorney's fees incurred in their defense of the proceeding. In the event that any clause in this agreement is found to be invalid by a court of law this will not invalidate any other portion of this agreement.

I (we) understand that the home inspection does not report on the possible presence or absence of mold. If you have concerns about the presence of mold, we suggest hiring an independent laboratory specializing in mold testing and abatement. \_\_\_\_\_(Initials required)

I (we) \_\_\_\_\_ agree to have the property located at \_\_\_\_\_ inspected by Fritz Kelly of Kelly Home Inspections, Arizona certificate # 38438 according to the preceding conditions.

The fee for the inspection is \$ \_\_\_\_\_. I (we) agree to pay this amount as follows: (all appointment must be secured by credit card):

Credit Card# \_\_\_\_\_ Exp \_\_\_\_\_

Billing Address \_\_\_\_\_ Zip \_\_\_\_\_

I (we) understand that the report is confidential and is strictly for my (our) use only. If client is married, the signing party testifies that they have authority to bind this agreement for both parties. Failure to cancel at least 24 hours prior to an inspection appointment will result in a \$50.00 cancellation fee per property.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date