THUNDERBIRD PROPERTY INSPECTION

INSPECTION AGREEMENT

Customer:_____Date:_____
Address:_____Fee:_____

I (Customer) hereby request a non-invasive physical Inspection of the property at the above address to be conducted by Sunzup LLC, DBA Thunderbird Property Inspection, 2968 N. Pleasant View Dr. Prescott Valley, AZ (928)759-8160 (Company) for my sole use and benefit. I understand that I am bound by all the terms of this contract and that the inspection fees are immediately due and payable upon completion of the inspection. AZ Certified Home Inspector #41116(Carl Johnson)

SCOPE OF THE INSPECTION

Company will perform a non-invasive physical inspection to identify the general features and major deficiencies in the systems, structures and components of the property to be inspected, as they exist at the time of the inspection. The inspection and report are in accordance to the mandatory Standard of Practice of the State of Arizona Home Inspection Standards of Practice and subject to the Definitions, Scope, Limitations, Exceptions and Exclusions in these standards. The inspection will address major components and systems such as:

- General exterior, including roof, siding, windows, chimney, drainage and grading
- Structural conditions of foundation and frame
- Electrical, plumbing, water heater, heating and air conditioning
- General interior, including ceilings, walls, floors, windows, insulation and venting

We will only operate components and systems with normal user controls and as conditions permit. Maintenance and other items may be discussed but they are not part of the inspection. Unless otherwise agreed, we will only inspect the primary building and its associated parking structure on the property. A computerized printout report will be presented that describes and identifies the inspected systems, structures and components and identifies material defects. Any area, which is not exposed to view or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other item, is not included in this inspection. Items not addressed in the inspection report are to be considered not inspected. The inspection does not include any destructive testing or dismantling. Client agrees to assume the risk for all conditions that are concealed from view at the time of the inspection or are outside the inspection scope. This is not a code compliance, warranty, guarantee, insurance policy or substitute for the seller property disclosure. Auxiliary systems such as telephone, television, alarm, solar, private water, private sewer, termites/pests, intercom, central vacuum, swimming pools, watering systems, wall or window mounted air conditioners, countertop microwaves, hot tubs, spas, saunas, or any other system not considered a part of the major building systems are not a part of the inspection process unless otherwise agreed upon. Product recalls, past or present, are excluded. Environmental hazards such as asbestos, lead paint/pipes/solder, radon, mold, urea formaldehyde, toxic wastes, polluted water, contaminants and all other pollutants and hazardous material are not part of this inspection. Your inspector is a property generalist and is not acting as a licensed engineer or expert in every trade. If we recommend consulting other specialized experts, client agrees to do so at client's expense.

LIMITATION OF LIABILITY

If you discover a defect for which we may be liable to you, you must notify us within 10 days, and give us 10 days after the notice to re-inspect the property before you repair the defect. Your notice must be in writing, include a signed copy of this agreement and mailed to the address located in paragraph 1. Inspector and inspection company liability for error or omissions in this inspection report is limited to a refund of the inspection fee paid by the client only, and shall be determined by the terms of this agreement. The client assumes the risk of all losses greater than the fee paid for this inspection. Client agrees to immediately accept a refund as full settlement for any and all claims that may ever arise from this inspection and report.

You may not file a legal action, whether sounding in tort or contract, against the company more than 90days after the inspection, even if you do not discover a defect until after that. Any dispute between client and Inspection Company that is not satisfactorily resolved (except payment of inspection fee) shall be resolved informally by mediation. Any matter concerning the interpretation of this agreement or the inspection report, or any claim based upon either, shall be subject to mediation between the parties or failing such mediation shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, except for the rules pertaining to the arbitrator selection: At least one arbitrator must be an Arizona Certified Home Inspector and have at least five years of Home Inspection experience. Parties agree to abide by the findings and decision of the arbitrator and prevailing party shall be awarded all attorney's and or arbitrator fees and other related costs.

ADDITIONAL TERMS

USE BY OTHERS: The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the Client only. The report is not for use or to be relied upon by any third party. Receipt of this report by any purchasers of the property (other than the above listed Client) is strictly prohibited. Client agrees to indemnify, defend and hold Company harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report

HOLD HARMLESS AGREEMENT: CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.

My goal is to provide valuable and unbiased information that helps consumers make informed decisions. My reports are intended to accurately reflect my impartial professional opinion without exception.

Credit:

Where credit has been extended to the client, the client agrees to pay the stated fee for the services performed. Client will be responsible for all costs for collections of unpaid fees, including collection fees.
There is a $50 returned check fee. Customer agrees to assume all costs for the collection of fees.

In the absence or unavailability to obtain a signature and with the acceptance of the inspection report and payment, you agree to the terms and conditions of this inspection agreement. (One signature represents authority for all purchasers)

_____ _____ _____
Printed Name Signature Date