

# Lematta Home Inspections

## Lematta Home Inspections

14490 W. Lareata Ave. Goodyear, Arizona. 85338

Tel: 623 523 4844

## CONTRACT AGREEMENT

There are a wide variety of contracts, ranging from those recommended by insurance companies and state or regional organizations to those generated by individuals. However, a contract is intended to be a legally binding document and, inasmuch as laws can vary from state to state, we recommend that whatever contract you intend to use should be reviewed and sanctioned by a local real estate attorney.

---

With your authorization, Lematta Home Inspections( AZ Lic #43208) will complete a property inspection conducted in accordance with the standards of practice of the Arizona State Board of Technical Registry, a copy of which is available upon request and can be read and downloaded from the Internet at [www.btr.state.az.us](http://www.btr.state.az.us). The inspection is that of a generalist, and has clearly defined limitations. It is performed on-site within a few hours, and does not include any warranty or guaranty. By contrast, specialist inspections take considerably longer, typically include the use of specialized instruments, could involve sampling or destructive testing, and commonly include some form of guaranty. Specialized inspections are essential to evaluate soil conditions, determine structural movement, establish the quality of air and water, or reveal the presence of harmful environmental contaminants such as radon, methane, asbestos, lead, formaldehyde, electro-magnetic radiation, molds and fungi, and other wood-destroying organisms, all of which are beyond the scope of a generalist inspection. Therefore, please be aware of the limitations of a generalist inspection: It is not a termite inspection, which is mandated as a condition of sale and performed by state-licensed specialists. Also, it is not a code-compliance inspection and does not include any research, such as that necessary to establish boundaries, easements, or the issuance of permits, and it should not be used as a substitute for the Transfer Disclosure Statement, which the sellers are required to provide by civil code.

Similarly, and in accordance with the Arizona State Board of Technical Registry standards, Lematta Home Inspections does not evaluate or endorse any components that are not visually accessible. These include, significant portions of most chimney flues, the interior of furnace heat exchangers, air-conditioning coils, subterranean or concealed ducts, pipes, conduits, and those within walls, floors, or ceilings, the slab beneath carpets, the waterproof membrane beneath roofs, balconies, or shower pans, and any component concealed by furnishings. Also, Lematta Home Inspections does not evaluate or endorse the following specific components: computerized systems, radio or remotely controlled components, central vacuum systems, alarm, telephone, cable, or intercom systems, private sewage systems, private water supply systems, water softeners, water circulating devices, water filtration or purification devices, automatic sprinklers, the hermetic seal of dual-glazed windows or skylights, solar systems, fire-sprinkler systems, shut-off valves that are not in daily use, elevators, dumb-waiters, funiculars or similar mechanical means of transport, saunas, steam showers, humidifiers, electronic air cleaners, in-line duct-motors or dampers, washers and dryers, their valves and drain pipes, condensate pumps, thermostats, timers, clocks, rotisseries, refrigerators, portable or free-standing appliances, retaining walls, landscaping or landscape items, including decorative and low-voltage lighting, portable spas, fountains and ponds, barbecues, fire-pits, pool-sweep assemblies, in-line chlorinators, or similar devices dispensing bromine or ozone, and the coatings on pools, spas, countertops, fixtures, appliances, decks and walkways. In addition, Lematta Home Inspections does not tacitly endorse or guarantee the integrity of any structure or component that was built or installed without permit, and which could include latent defects, or any item that may have been subject to a manufacturer's recall. What Lematta Home Inspections provides is a conscientious but essentially visual inspection and evaluation, recommendations for appropriate specialist service, and any consultation that may be necessary. In return, and in consideration of the fee, you are agreeing with your signature to abide by the terms and conditions of this contract, including the following clauses that you are required to initial to indicate your consent.

I agree and understand that I have five days in which to rescind this contract, sign a release form, and become entitled to a full refund of the inspection fee, prior to actual inspection of the home.

Initials: \_\_\_\_\_

I agree and understand that I have requested Lematta Home Inspections to perform a "generalist" inspection, in lieu of a "specialist" inspection that would cost more and require the services of licensed specialists.

Initials: \_\_\_\_\_

I agree and understand that I should read the entire inspection report, and follow every recommendation for service or further evaluation by a specialist.

Initials: \_\_\_\_\_

I agree and understand that if a specific component or condition is recommended by Lematta Home Inspections for service and that such service is not undertaken and documented that Lematta Home Inspections shall be held harmless for any subsequently alleged defects or deficiencies regarding that specific component or condition.

Initials: \_\_\_\_\_

I agree and understand that whereas Lematta Home Inspections may report on suspicious stains or moisture damage, they are not environmental hygienists and are not licensed or authorized to identify mold or fungi.

Initials: \_\_\_\_\_

I agree and understand that Lematta Home Inspections shall be held harmless for any defects or deficiencies that are alleged to exist beyond a period of two full years following the date of the inspection report.

Initials: \_\_\_\_\_

I agree and understand that, with the exception of emergency measures, I will not alter, repair, replace, correct, or modify any disputed component or condition without giving Lematta Home Inspections or their representatives the right to re-inspect and evaluate.

Initials: \_\_\_\_\_

I agree and understand that I will attempt to resolve any dispute informally. Should such an attempt fail, I agree to submit the dispute to binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc., and that the decision of the appointed arbitrator shall be honored and binding on all parties and be entered in any Court of competent jurisdiction.

Initials: \_\_\_\_\_

I agree and understand that if any portion of this contract is judged to be invalid or unenforceable by any court or arbitrator that the remaining terms and conditions shall remain in effect and be binding on all parties.

Initials: \_\_\_\_\_

#### AUTHORIZATION

I have read and understood this contract and agree to all of the terms and conditions therein, and authorize Lematta Home Inspections to complete a "generalist" inspection of the property as described and defined in the standards of practice of the State of Arizona Board of Technical Registry.

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_