



## **TERMS AND CONDITIONS – FIRESIDE Residential Inspections, LLC**

The following terms and conditions apply to all work performed by FIRESIDE Residential Inspections, LLC.

1. It is understood and agreed that this inspection will be of readily accessible areas of the property in accordance with the Arizona Standards of Professional Practice for Home Inspectors (a copy of which may be downloaded from the internet at [www.btr.state.az.us/](http://www.btr.state.az.us/)) and is limited to visual observations of apparent condition existing at the time of the inspection only.
2. LATENT AND CONCEALED DEFECTS AND DEFICIENCIES ARE EXCLUDED FROM THE INSPECTION. Items and systems will not be dismantled. The inspector is not required to move personal property, debris, furniture, equipment, carpeting, or like materials that may impede access or limit visibility. Crawl spaces will not be entered if there is less than three feet of clearance or inspector feels endangered.
3. THE INSPECTION IS NOT INTENDED TO BE TECHNICALLY EXHAUSTIVE. If cost estimates are quoted in the report, the estimates are based upon the inspector's judgment or a range of prices available in the area. The estimates are not binding and the ranges may vary. Individual bids from contractors may vary substantially depending on the quality of the work, the circumstances, and the contractor submitting bids. Customer is urged to solicit bids from properly licensed contractors on repairs reported here before closing.
4. Maintenance and other items may be discussed, but they are not a part of this inspection. THE REPORT IS NOT A COMPLIANCE INSPECTION OR CERTIFICATION FOR PAST OR PRESENT GOVERNMENTAL CODES OR REGULATIONS OF ANY KIND.
5. Pressure gauges are **NOT** used to test air conditioners, water lines or gas lines. Garbage disposers are checked for on and off operation only. Only the dishwasher's ability to fill and drain without obvious leaks is checked. Dishwashers, ranges, ovens, microwave ovens and like appliances, and their timers, controls or elements are not checked. Self-cleaning ovens are not operated, inspected, or tested. Remote controls for garage doors or any other appliances or systems are not checked. Electrical outlets are randomly checked. A sampling of windows and doors will be operated.
6. This inspection and report does not address and is not intended to address the possible presence of, or danger from, any potential harmful substances or environmental hazards, including, but not limited to natural gas, radon gas, lead paint, asbestos, urea formaldehyde, carbon monoxide, carbon dioxide, toxic or flammable chemicals, water related illness or disease, including lead or other harmful substance, or airborne related illness or disease and all other similar or potentially harmful substances. Customer is urged to contact a reputable specialist if information, identification or testing for the above is desired. In addition, the presence or absence of rodents, termites, other insects, or other vermin is not covered by this inspection or the damage caused by rodents, termites, other insects or other vermin.
7. It is the responsibility of the Customer to inquire about burglar/security alarm operation and service procedures to determine whether the alarm is owned or leased from a servicing company.
8. It is the responsibility of the Customer to furnish the inspector with a list of any defects that are known at the time of the inspection. All disclosure statements must be given to the inspector immediately. The Customer is encouraged to attend the inspection. This inspection is to be considered a point in time inspection.
9. FIRESIDE Residential Inspections, LLC report is prepared exclusively for Customer. The report is not intended for third party dissemination. This report shall not be forwarded to any other person, company, or legal entity without FIRESIDE Residential Inspections, LLC express written approval.
10. FIRESIDE Residential Inspections, LLC accepts no responsibility for misinterpretation of this report.
11. Payment is expected and due upon completion of the inspection. There will be a billing charge for inspections not paid on completion, and an additional service charge of 1½% per month (18% per annum) for accounts not paid within 30 days. There will be a \$50.00 returned check charge. Any, and all, legal fees incurred by FIRESIDE Residential Inspections, LLC to collect fees will be assessed against Customer.
12. FIRESIDE Residential Inspections, LLC ASSUMES NO LIABILITY AND SHALL NOT BE LIABLE FOR ANY MISTAKES, OMISSIONS, OR ERRORS IN JUDGMENT OF ITS EMPLOYEES, OR SUBCONTRACTORS, BEYOND THE COST OF THE INSPECTION REPORT. THIS LIMITATION OF LIABILITY SHALL INCLUDE AND APPLY TO ALL CONSEQUENTIAL DAMAGES, BODILY INJURY AND PROPERTY DAMAGE OF ANY NATURE. FIRESIDE Residential Inspections, LLC LIABILITY ARISING OUT OF PERFORMANCE OF SERVICES TO CUSTOMER WILL BE LIMITED TO NO MORE THAN THE CONTRACT AMOUNT FIRESIDE Residential Inspections, LLC HAS AGREED TO CHARGE CUSTOMER FOR THE SERVICES IDENTIFIED HEREIN. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS FIRESIDE Residential Inspections, LLC FROM AND AGAINST ALL LIABILITIES IN EXCESS OF THE CONTRACT AMOUNT.
13. BOTH PARTIES AGREE THAT FIRESIDE Residential Inspections, LLC, IT'S EMPLOYEES, AGENTS, OR REPRESENTATIVES, ASSUME NO LIABILITY OR RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECTS OR DEFICIENCIES, EITHER CURRENT OR ARISING IN THE FUTURE, OR FOR ANY PROPERTY DAMAGE, CONSEQUENTIAL DAMAGE, OR BODILY INJURY OF ANY NATURE.
14. THE INSPECTION AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, LIFE EXPECTANCY OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. THIS REPORT IS TO BE CONSIDERED A POINT IN TIME INSPECTION, MEANING THE SYSTEMS AND ITEMS REPORTED ON ARE WORKING AS REPORTED AT THE TIME OF THE INSPECTION.
15. Any dispute, controversy or claim arising out of, or relating to, this agreement or the breach thereof shall be submitted to final and binding arbitration. Arbitration will be conducted through the offices of the Federal Mediation and Conciliation Service or in conjunction with some other arbitration service that is mutually agreeable to FIRESIDE Residential Inspections, LLC and Customer. The arbitration shall be held in Arizona. The cost of the arbitration shall be borne by Customer, unless the arbitrator rules otherwise. Judgment on the award may be entered in any court of competent jurisdiction.
16. If any provision of this Agreement shall be held unenforceable, invalid, or void to any extent for any reason, such provision shall remain in force and effect to the maximum extent allowable, if any, and the enforceability or validity of the remaining provisions of the Agreement shall not be affected thereby.

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