

# Active Inspections & Energy Ratings, LLC

Phone (907) 376-0402 Fax (907) 376-0492 529 S. Knik Street Wasilla, AK 99654

Name of Client(s) \_\_\_\_\_ Date of Inspection \_\_\_\_\_

Phone \_\_\_\_\_ Property Address \_\_\_\_\_

## Please read carefully-----This is A Contract with Arbitration Clause

Active Inspections & Energy Ratings, LLC, here after referred to as Active Inspections, agrees to conduct an inspection of the dwelling on the above named property for the purpose of informing our client of major health, safety, and structural conditions. The inspection is performed for and report prepared for the exclusive use and benefit of the client(s). Active Inspections, with the permission of their client, may provide a copy of the inspection report to a designated agent. The inspection report is for the benefit of our client only and is not to be relied upon by anyone who is not party to this contract. In all events this report may not be relied on as accurate after 60 days from the date of the report.

### The written report will include the following only:

- |   |  |  |
|---|--|--|
| (A) Heating And air-conditioning system | (D) Roof, attic and visible insulation         | (G) Visible interior and exterior structures |
| (B) Plumbing and electrical systems     | (E) Walls, Ceilings, floors, windows and doors |  |
| (C) Built-in Appliances                 | (F) Foundation and basement                    | (H) Drainage to and from the residence       |

It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection. Latent and concealed defects or deficiencies are excluded from the inspection. Equipment will not be dismantled. Items that are not operational at the time of the inspection will not be activated by the inspector. We will return at our convenience subsequent to the items being activated. Maintenance and other items may be discussed, but are not a part of our inspection or report. Infrared technology is not part of this inspection. A separate contract is required in order for this service to be provided. This inspection report is not a code compliance inspection or certification of past or present building codes.

The inspection and report are not intended to address the possible presence of, or danger from any environmental or substance hazards. Also excluded are inspections of swimming pools, wells, septic systems, wood stoves or fireplaces and related chimneys, security systems, central vacuum systems, water conditioners, sprinkler systems, saunas, jetted tubs and hot tubs. Kitchen appliances are noted but not tested for quality of operation. The presence or absence of rodents and insects are not included in this inspection and report.

It is understood and agreed that Active Inspections is not an Insurer, and that the inspection and resulting report are not intended to be construed as a guarantee or warranty of the adequacy, performance or condition of any structure, appliance or system at the property address.

**DISPUTE SETTLEMENT:** Customer agrees that Active Inspections shall be provided a reasonable opportunity to inspect or address any alleged deficiency **BEFORE** any attempt is made to correct the alleged deficiency. The exception would be in emergency situations where immediate action is necessary to avoid further damage to or loss of property. Any dispute arising out of the application or interpretation of this agreement, which cannot be resolved by the parties, shall be settled by arbitration in accordance with the rules of the Better Business Bureau of Alaska. The parties also agree that personal jurisdiction and review for any dispute arising from this contract shall be limited to the Palmer Court in the Third Judicial District for the State of Alaska and that the contract be governed by the laws of the State of Alaska.

In the event that Active Inspections is found liable due to the breach of any duty, then the liability of Active Inspections shall be limited to a sum equal to three times the amount of the fee paid by the customer for the inspection and report.

Acceptance and understanding of this agreement are hereby acknowledged.

Active's Representative \_\_\_\_\_ AK # \_\_\_\_\_ Date \_\_\_\_\_

Customer \_\_\_\_\_ Date \_\_\_\_\_ Report may be delivered to \_\_\_\_\_

Initial Inspection Fee \$ \_\_\_\_\_ Verification of Work Performed Fee \* \$ \_\_\_\_\_ Travel Fee \$ \_\_\_\_\_

**Payment is due upon delivery of report unless other arrangements are made in advance.**

*\* Repairs noted in the report requiring a licensed professional will need receipts showing work has been completed by a contractor qualified in that field. If the homeowner chooses to do the repairs or upgrades themselves, documentation will be required from a licensed professional stating that the items were completed correctly.*