

Active Inspections & Energy Ratings, LLC

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The following is a Residential Building Contract with an arbitration clause

Please read carefully

This is a contractual agreement between **Active Inspections & Energy Ratings, LLC**, hereafter, known as **Active Inspections** and _____ the **Customer**. This contract is inclusive of all Residential structures to be built by the **Customer** and inspected by **Active Inspections**.

Active Inspections obligations under this contract expire on _____20____ and must be renewed yearly before this date.

1. All inspectors employed or contracted by **Active Inspection** will be registered, licensed, bonded, and insured in accordance with the Laws of the State of Alaska.
2. **Active Inspections** will perform inspections using the applicable codes specified by AHFC at the time of the footing placement.
3. The Inspection Worksheet Report, hereafter, known as the "Worksheet" will be left at the jobsite upon completion of the inspection, however, the Worksheet may be faxed or emailed to a designated location with prior arrangements. The Worksheet will constitute the written report as required by Alaska State Law. The Worksheet is prepared for the exclusive use and benefit of the **Customer** and it is expressly understood that the Worksheet is not intended for the use by third parties not under contract with **Active Inspection**.
4. The **Customer** will provide **Active Inspections** a set of plans with dimensions and specifications at the start of the Residential Building project
5. The **Customer** is responsible for determining the zoning, flood plans, avalanche hazard, environmental hazards, lot line encroachment, and driveway grades for each Residential building to be inspected.
6. The **Customer** shall provide safe access to the Residence and all structures and areas requiring inspection. If items needing to be inspected are covered – or otherwise obscured by view – the **Customer** must uncover those items before the inspection will be preformed.
7. Modifications of the Residence after inspection will require a re-inspection of the modified items or area. **Active Inspections** reserves the right to terminate the contract and any remaining obligations for inspections or escrow release if the **Customer** fails to have the modified items or areas re-inspected.
8. **If the Residence is occupied before a final inspection or a conditional final inspection has been completed no further inspections will be completed. Occupied is defined as: people eating, sleeping, and bathing within the structure.**
9. A delay of more than 3 years between inspections and non-renewal of the contract voids the process and no further inspections shall be preformed. Additionally, a PUR 102 "Summary of Inspections" will not be issued.
10. All liability of **Active Inspections** and its inspectors terminates 1 year from the date of the Inspection Worksheet Report for the last component inspected.
11. **Active Inspections** and its inspectors shall not be liable for any claims arising from or relating to any interim inspections if no final inspection or the conditional final inspection has been completed due to the actions or inactions of the **Customer**.
12. The **Customer** agrees to remit payment within 30 days of the invoice with the final payment due at the completion of the final inspection unless other arrangements are made in writing. **Active Inspection** reserves the right to file a lien if payments are not received as agreed.
13. The **Customer** agrees to defend, indemnify, and hold harmless from all claims relating to the Residence that do not pertain to code compliance.
14. 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 Third Judicial District of the State of Alaska at Palmer and that the contract and obligation there under are to be governed and interpreted by the laws of the State of Alaska.

_____ Date _____

Customer Signature

_____ Date _____

Carol J Perkins, AK HIN 26
Active Inspections & Energy Ratings, LLC
