

Owen and Associates, LLC

Gilbert AZ

Tel: (602) 799-8396

www.owenandassociatesllc.com

CONTRACT AGREEMENT

Client(s): Charles and Carol Green

Property to be inspected (hereinafter "the Property"): 544 Leisure World, Mesa, AZ 85206

Date: 02/18/2021

Fee for Inspection: \$315.00

1. **PARTIES:** For good and valuable consideration, the Client(s) agree(s) to employ Owen and Associates, LLC, an Arizona Certified Home Inspector (hereinafter "Owen & Associates" or "the Company") to provide the services as set forth herein in this Contract Agreement (the "Agreement").
2. **SUMMARY OF SERVICES:** With your authorization, Owen & Associates will enter and complete an inspection of the Property and Inspection Report, which will be conducted in accordance with the standards of practice of both the Arizona Standard of Professional Practice and National Association of Certified Home Inspectors. Copies of these standards are available upon request.
3. **SCOPE OF INSPECTION:** The Property inspection performed by Owen & Associates is that of a generalist, and has clearly defined limitations. Owen & Associates provides a visual inspection, issue an Inspection Report, recommendations for appropriate specialist service, and answer questions concerning the inspection and Inspection Report. Owen & Associates will provide an Inspection Report to the Client(s) outlining the inspection performed, areas of concern discovered, and recommendations. Client(s) agree to read the entire Inspection Report, and follow every recommendation for service or further evaluation by a specialist. Owen & Associates' scope of inspection and limitations include, but are not limited to the following:
 - a. An inspection by Owen & Associates is performed on-site within a few hours, and does not include any warranty or guaranty.
 - b. By contrast, specialist inspections take considerably longer, typically include the use of specialized instruments, may involve sampling or destructive testing, and commonly includes some form of guaranty or warranty of the inspection performed.
 - c. In addition, 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, electromagnetic radiation, molds and fungi, and other wood-destroying organisms, all of which are beyond the scope of the generalist inspection conducted by Owen & Associates.
 - d. An inspection conducted by Owen & Associates is also not a termite inspection, which may be mandated as a condition of the Property's purchase/sale and must be performed by state-licensed specialist.
 - e. The inspection performed by Owen & Associates is also not a code-compliance inspection and does not include any research, such as that necessary to establish boundaries, easements, or the issuance of permits on the Property. The report provided by Owen & Associates should not be used as a substitute for the Transfer Disclosure Statement, which sellers are required to

provide in accordance to the applicable state statues and any additional state or municipal ordnances or regulations.

4. **LIMITATIONS:** Owen & Associates does not evaluate, inspect, or endorse any components that are not visually accessible or in the control of a utility, contractor, private company or similar entity. Limitations to the scope of a visual inspection include, but are not limited to, the following;
 - a. Chimney flues, 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, shower pans, and any other component concealed by furnishings.
 - b. Owen & Associates does not inspect, evaluate or endorse the following specific components: cable, or intercom systems, private sewage or septic 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 or 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.
 - c. The inspection and Inspection Report by Owen & Associates will not address, and is not intended to address, the possible presence of, or damage resulting from, asbestos, radon gas, lead paint, urea formaldehyde, soil contamination, indoor or outdoor pollutants, noise, toxic or flammable chemicals, water or airborne related illness or disease, toxins, fungus, molds, mold spores, carcinogens, Chinese drywall and all other similar or potentially harmful substances or environmental conditions. If information, identification, testing or reports are desired, the Client is encouraged to contact a competent specialist.
 - d. Owen & Associates 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.
 - e. Owen & Associates cannot inspect and report on latent defects. Latent defects include, but are not limited to, defects that cannot be observed through normal inspection nor can be determined by normal equipment operation. Furthermore, it is specifically agreed and understood that mechanical devices and structural components may be functional at the time of the inspection and later malfunction. Owen & Associates' potential liability is specifically limited to those situations where it can be conclusively established that the mechanical device or structural component inspected was inoperable, in the immediate need of repair, or not performing the function for which it was intended at the time of inspection and Owen & Associates was negligent in not reporting, which caused a specific loss to the Client(s).
 - f. Additional information and details concerning the nature and scope of the inspection are found in the body of the Inspection Report that will be issued by Owen & Associates, which should be reviewed by the Client(s) carefully.
5. This Agreement and Inspection Report contains the entire agreement between Owen & Associates and the Client(s), and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the Parties.
6. This Agreement may only be modified or amended in writing, if the writing is signed by both the Client(s) and Owen & Associates.

7. **Safety.** The Client(s) and/or the Clients' agents and/or Representative(s) are responsible for their own safety during the inspection. Use of Owen & Associates' safety equipment is at your own risk. Owen & Associates specifically advises against entering dangerous areas or manipulating equipment.
8. Client(s) agree and understand that, with the exception of emergency measures, the Client(s) will not alter, repair, replace, correct, or modify any disputed component or condition without giving Owen & Associates or their representatives the right to re-inspect and evaluate.
9. **Hold Harmless.** The Client(s) agree(s) to hold Owen & Associates harmless for any services, repairs, replacements, upgrades, or recommendations for evaluation by a qualified professional, which Owen & Associates has suggested.
10. **Limitations of Liability.** The liability of Owen & Associates to the Client(s) for any and all claims whatsoever related to the inspection and Inspection Report arising under this Agreement, including, but not limited to, any cause of action in contract, tort, or strict liability, shall not exceed the total amount of all fees paid to Owen & Associates by the Client(s) under this Agreement. Furthermore, in no event shall Owen & Associates be liable for any loss of profits, incidental, special, exemplary, consequential damages or any other claims or demands brought against the Client(s)—even if Owen & Associates has been advised of the possibility of such claims or demands. This limitation is intended to apply to all claims, known, unknown or yet known of the Client(s)
11. Owen & Associates disclaims any and all promises, representations, and warranties, except as expressly set forth in this Agreement and Inspection Report.
12. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
13. The laws of the State of Arizona shall govern this Agreement. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree to submit the dispute to binding arbitration under the rules and procedures of the **Construction Dispute Resolution Services**, or other similar arbitration service provider, 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. Any litigation or enforcement of an Arbitration award arising out of this Agreement shall be resolved by courts located in the County of Maricopa, State of Arizona. The prevailing party shall be entitled to recover its reasonable attorneys' fees, arbitration/litigation costs, and other expenses.

COVID-19 AMENDMENT TO CONTRACT AGREEMENT

1. **PARTIES:** For good and valuable consideration, the Client(s) agreed to employ Owen and Associates, LLC, an Arizona Certified Home Inspector (hereinafter "Owen & Associates" or "the Company") to provide the services as set forth herein in this COVID-19 Amendment to the Contract Agreement (the "Amendment") to be included with, amend, and supplement the primary Contract Agreement.
2. **SUMMARY OF AMENDMENT:** With your authorization in the Contract Agreement, Owen & Associates will enter and complete an inspection of the Property and Inspection Report, which will be conducted in accordance with the standards of practice of both the Arizona Standard of Professional Practice and National Association of Certified Home Inspectors. In light of the current health situation involving COVID-19, the following amends the Contract Agreement to address these issues.
3. **INSPECTION:** The Property inspection performed by Owen & Associates is considered an essential service allowing for Owen & Associates to enter and inspect the Property under the current health restrictions. The health and safety of our employees and the homes of those we inspect are at the upmost importance. Considering Federal, State, and other Guidelines, we request that you, or your real estate agent, inform the occupants of the Property, the following guidelines are also in effect:

- a. While inspecting, Owen & Associates requests that either the occupants and their agent not be present during the inspection or, at a minimum maintain a 6-foot distance from the inspector.
 - b. Since inspection often involves the inspector entering into enclosed spaces, the occupant or agent will not attempt to be physically present in those enclosed spaces at the same time.
 - c. If any occupants at the Property is sick (i.e., cough, fever, congestion, fatigue, or just not feeling well), Owen & Associates will be informed and the inspection will occur at a date/time when the occupants are well.
 - d. To minimize the time the inspector is in the Property, the occupant and his/her agent should refrain asking questions and attempting to communicate with the inspector during the process. Any questions or comments can be addressed with the inspector before the inspection begins or after the inspection has concluded. In this situation, both the inspector and occupant/agent will be outside and a safe social distance from each other.
 - e. Failure of the occupant or his/her agent to follow these guidelines will lead to the inspection immediately ending and Owen & Associates vacating the Property.
4. **Safety.** The Client(s), the occupant(s), and/or the Clients' and occupants' agents and/or Representative(s) are responsible for their own safety during the inspection—including safety from COVID-19 and similar illnesses. Owen & Associates is not responsible for providing safety equipment (including masks) to these individuals in order to be present during the inspection of the Property.
 5. **Indemnify and Hold Harmless.** The Client(s) agree(s) to hold Owen & Associates indemnify and hold harmless from any allegations by the Property owner or occupant that personnel from Owen & Associates exposed him/her to COVID-19 or a similar illness.
 6. If any provision of this Amendment will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Amendment is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

I have read and understood this Agreement, and Amendment, and agree to all of the terms and conditions therein. My signature(s) below indicate that I (we) have read, understand, and accept the terms and conditions of this Agreement and Amendment. Any questions concerning this Agreement and Amendment have been addressed by Owen & Associates, my real estate agent, or other representatives. Therefore, I authorize Owen and Associates, LLC to complete an inspection of the Property.

Instructions; type your initials then sign either with your finger, if on a tablet or a mouse, if on a computer.



Client Signature: _____ Date: 02/16/2021

Inspector Signature: Craig Owen Date: 02/18/2021

