

# CDC HOME INSPECTION SERVICE AGREEMENT



## CDC Home Inspections

2311 E Runaway Bay Place, Gilbert, AZ 85298

Phone: (800) 298-4250 | Email: cdchomeinspections@gmail.com

Website: [www.cdc-residential.com](http://www.cdc-residential.com)

#63295 Owner | Darrell Penn, Inspector

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AZ ROC Dual Construction License – KB-2 (ROC #332240)

HVAC (ROC #349316)

Plumbing (ROC #349089)

Electrical (ROC #347444)

Inspector License #63295

Adjuster License NIPR #17107555

IICRC Certification #700173848 – WRT/ASD Certified

**Insert Inspection Address**

**Insert Client Name**



## **1. PARTIES**

This Service Agreement ("Agreement") is entered into between CDC Home Inspections ("Inspector" or "Business") and the undersigned client ("Client"), payee. This Agreement covers the inspection of the property identified by the Client on the scheduled date.

Client Initials: \_\_\_\_\_ Inspector Initials: \_\_\_\_\_

## **2. PURPOSE AND SCOPE**

The inspection is intended to provide the Client with a better understanding of the property's condition on the day of inspection. The inspection will be conducted in accordance with the Arizona Standards of Professional Practice for Home Inspectors. This inspection is visual and may be non-invasive, limited to readily accessible areas, and is not a warranty, guarantee, or insurance policy.

Client Initials: \_\_\_\_\_ Inspector Initials: \_\_\_\_\_

## **3. GENERAL LIMITATIONS AND EXCLUSIONS**

General Limitations:

- A. Inspections are visual and not technically exhaustive, and may not identify concealed or latent defects.
- B. Standards apply to buildings with four or fewer dwelling units and their garages/carports (attached/detached).

General Exclusions:

- A. Inspectors are not required to report on life expectancy, causes of repair, methods/costs of correction, code/regulation compliance, property value, advisability of purchase, components not observed, pests, cosmetic/underground/uninstalled items.
- B. Inspectors are not required to offer warranties, calculate system adequacy, enter unsafe/inaccessible areas, operate shut down systems, disturb insulation or personal belongings, determine hazardous substances, predict future conditions, project operating costs, or evaluate acoustics.

Client Initials: \_\_\_\_\_ Inspector Initials: \_\_\_\_\_

## **4. ACCESS AND INSPECTION**

The Client is responsible for providing full access to the property including all areas, utilities, attics, crawlspaces, and locked areas. The inspection may be visual only. Verbal consultation may be arranged; however, verbal discussions do not override written report. If utilities are off, the inspector will proceed where possible and a re-inspection is available for an additional fee.

Client Initials: \_\_\_\_\_ Inspector Initials: \_\_\_\_\_

## **5. DEFICIENCIES AND CONTRACTORS**

Observed deficiencies will be documented. Licensed contractors registered with the Arizona Registrar of Contractors must be used for repairs exceeding \$1,000 (materials + labor). Contractor lookup: <https://azroc.my.site.com/AZRoc/s/contractor-search>.

Client Initials: \_\_\_\_\_ Inspector Initials: \_\_\_\_\_

## **6. LEGAL ISSUES AND LIMITATIONS OF LIABILITY**

This inspection is not a warranty or guarantee. Reports may be shared at the directives of the client; however, reports are for Client's use only. CDC has no third-party obligations. CDC may charge prevailing hourly rates for subpoenas, depositions, or expert witness services @ \$350/hour. CDC's maximum liability is limited to a refund of the inspection fee, unless the AZBTR determines that the mistakes made were beyond the warrant of a letter of concern.

Client Initials: \_\_\_\_\_ Inspector Initials: \_\_\_\_\_

## **7. FEES AND PAYMENT**

Inspection fees are due prior to inspection. In special circumstances, reports will not be released until full payment is received due to an agreed arrangement. Fees are non-refundable. Optional services (pool/spa inspection, BINSR inspection) may be added. Use of the inspection report constitutes acceptance of this Agreement.

Client Initials: \_\_\_\_\_ Inspector Initials: \_\_\_\_\_

## **8. UTILITY SERVICES**

Client, seller, or agent must ensure utilities are on at the time of inspection. If not, the inspector will proceed where possible. Re-inspection may be arranged for a fee not exceeding 50% of the original fee.

Client Initials: \_\_\_\_\_ Inspector Initials: \_\_\_\_\_

## **9. PARALLEL STUDENTS**

From time to time, trainee inspectors may accompany the inspector. No extra fee will be charged (set at \$0.00 per State Board rules) to the client. Only the licensed inspector's report will be issued.

Client Initials: \_\_\_\_\_ Inspector Initials: \_\_\_\_\_

## **10. INSPECTOR QUALIFICATIONS AND INSURANCE**

All inspectors are trained by CDC Home Inspections. CDC is licensed and insured above state minimum requirements. When applicable, employees are covered under CDC's Business Owners Policy. Subcontractors must maintain E&O and GL insurance with CDC listed as certificate holder. If subcontractor insurance lapses, they will be removed until reinstated.

Client Initials: \_\_\_\_\_ Inspector Initials: \_\_\_\_\_

## **11. STRICT REFUND POLICY**

Reservations require prepayment. **Cancellation by 11:59 PM on the day of booking qualifies for a full refund.** After that time, only a credit for future inspection or transfer to another client is permitted. Credits are only good for properties that are the same size or less. If a property is changed and has a larger footprint, the difference will be charged to the client. Rescheduling is subject to availability.

Client Initials: \_\_\_\_\_ Inspector Initials: \_\_\_\_\_

## **12. RECORDING AND FILMING**

Inspections may be recorded for training and marketing. Digital images, audio, and video remain the property of CDC. Client and their guests may be captured unless they object in writing. Recordings may be posted on any and all social media platforms.

Client Initials: \_\_\_\_\_ Inspector Initials: \_\_\_\_\_

## **13. CHARGEBACKS AND FRAUD MANAGEMENT**

Chargebacks inconsistent with this Agreement or refund policy will be disputed. This Agreement and the inspection report serve as acknowledgement of terms. An attempt to submit a disputed payment after receiving an inspection report will be turned over to the Attorney General's Office for prosecution, as this constitutes Fraud.

Client Initials: \_\_\_\_\_ Inspector Initials: \_\_\_\_\_

## **14. ACCEPTANCE**

By signing this Agreement, the Client acknowledges having read and understood all terms, and agrees that CDC's liability is limited to refund of the inspection fee.

Client Initials: \_\_\_\_\_ Inspector Initials: \_\_\_\_\_

**I hereby authorize CDC Home Inspections to obtain details pertaining to the sale of the property from my Realtor, the Escrow Company and/or the seller, in the event that I dispute the transaction and CDC Home Inspections can prove that the inspection was complete.**

## **15. SIGNATURES**

**Client Name:** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_