



Upspect LLC

2522 E Pelican Dr, Gilbert, AZ 85297

PHONE: 480-532-6271

www.upspect.com E-Mail: info@upspect.com

## DESCRIPTION OF HOME INSPECTION SERVICES

A home inspection is a limited and primarily visual, non-destructive, and non-technical examination (using normal operating controls where appropriate) of the applicable readily accessible systems and components specified in the *Visual, Non-Technical Property/Home Inspection Authorization, Agreement, And Invoice (Pre-Inspection Agreement)* and in the Inspection Report for adverse conditions. Only the visible and readily accessible portions of the specified systems and components will be inspected. A home inspection is not a building code compliance inspection, a technical inspection, or an engineering evaluation. It is not an inspection to determine safety. Destructive testing and/or disassembly of materials of components, other than the removal of access covers designed, installed, and intended to allow normal homeowner maintenance, is excluded. Barriers or obstacles including, but not limited to, carpet, walls, ceilings, tile, obstacles, personal goods/property, or stored items are not removed or moved to gain access or to provide a clearer view.

Examination of certain systems and components as well as specific testing, evaluation, and remedial design work require substantial additional time and the services of licensed contractors or other qualified individuals with necessarily narrow and highly specialized training. Such services may be provided by Company as separate services and under separate contracts, but are not a part of the home inspection. These include, but are not limited to, the performance of engineering services, the inspection of swimming pools, spas, solar space heating, water heating, or electrical systems; irrigation, well and septic systems, or inspections for insects, pests, toxic substances, and environmental hazards. If inspection or other services not included in the home inspection are desired, Company, under a separate contract and for an additional fee, may provide some of these services or you may also seek any of these services independently.

In order to provide Customers with a competitively priced home inspection, Company offers a choice of inspection options. Customers have the option of choosing a home inspection for which the liability of Company is limited to liquidated damages in the amount equal to all amounts paid for the home inspection by the Customer or a Home Inspection for which the specific limitation on liability is removed for an additional fee of \$750.00 over and above the fee for a home inspection with the specific limitations on liability.

Specifically excluded are the performance of any work and the performance of any inspection of any systems, components, or items not specifically included in this Contract, in the Inspection Report, and in the scope of inspection including, but not limited to, the following: clothes washers and clothes dryers, the introduction or placing of water into any surface or subsurface water drainage management or sump system; flood testing of any shower pans, placing any solid, liquid, or gaseous substances into the interior or exterior environment or into any system for the purpose of testing or evaluation other than running water into plumbing fixtures by the operation of their related normal operating controls; the performance of thermal imaging, thermal efficiency or energy audits; any information pertaining to consumer protection bulletins, or notifications, manufacturers' recalls of any component or equipment or "class action" litigation or settlements against contractors or manufacturers; low-voltage systems, lightning protection or surge protection systems and components, digital/ WiFi thermostats (unless their manual operation is self-evident), wireless control devices, swimming pools, saunas, steam units, spas (hot tubs), or hydromassage systems; recreational equipment; electrostatic precipitators or electronic air filters or cleaners; septic or other on-site sewage systems, grease traps, gray water systems, any component or system which is underground, private water systems or equipment, wells and well pumps, cisterns, surface or subsurface water collection systems, ponds, fountains, water quality or volume, potable or non-potable water conditioning or treatment systems; household/domestic appliances including, but not limited to, refrigerators, freezers, laundry equipment, and ice making equipment; elevators, stairlifts or other lifts, dumbwaiters; hydraulic and pneumatic equipment and systems; audio and video systems; intercom systems, central vacuum systems; fencing or yard walls or gates, humidification, dehumidification, or air-to-air heat exchange/heat recovery/indoor air ventilation equipment or systems; window/through-the-wall air conditioners, landscaping, landscape or other irrigation systems; active and passive solar space/water heating/photovoltaic systems, hydroelectric, and wind generation systems; the presence, absence, function, or accuracy of electrical, fuel gas, or water metering devices; electrical system demand control devices; soils, security systems and devices; fuel, moisture, radon, or any other detection, warning, alarm, suppression, or mitigation systems (except for the presence or absence of smoke and carbon monoxide detection/alarm devices which will be documented in the report. Any evaluation of the location of and any operation or testing of such devices is specifically excluded in the contractual scope of this inspection.); window and door screening, awnings; retaining walls.\* Also excluded are any determinations regarding flood zones, seismic zones, mining or any sampling of, examination, testing, analysis, or inspection for the presence or absence of any known or suspected harmful, dangerous, or toxic substances or materials or environmental hazards including, but not limited to, any bio-aerosols, mold, fungus, bacteria or for asbestos or other non-biological airborne particulates or in situ

materials; chemicals, pharmaceutical substances, methamphetamine, lead, lead-based paint; radon, carbon monoxide, or other chemicals, compounds, substances, gases, or vapors; treated lumber, waterborne, airborne, or soil borne materials or contaminants; volatile organic materials, petroleum products or petrochemicals; radioactive materials, non-ionizing electromagnetic radiation; or plant, animal, or insect secretions or excretions; and any inspection for the presence or absence of any fauna including, but not limited to, rodents, reptiles, vermin, insects and/or any other pests.

Also excluded is the provision of any actual or estimated costs associated with the modification or correction of any conditions documented in the Inspection Report.

Customer acknowledges and agrees that this inspection is not intended to and will not provide information regarding the value, desirability, habitability, or safety of the subject property or its systems and components.

If Customer has concerns regarding any examination, inspection, sampling, testing, or analysis, pertaining to anything which is not included in the contractual **Scope of Inspection** or which is excluded in the specific exclusions, it is recommended that they contact a qualified company or specialist appropriate to such concerns

Customer acknowledges and agrees that any system or component, regardless of age, can fail, in part or catastrophically, **at any time and without any indication of impending failure**. Therefore, the Inspector cannot and will not predict any future adverse conditions including, but not limited to, roof leaks, component failures, or the remaining service life of any applicable system or component.

Company is not responsible for and will not repair any component which fails subsequent to this inspection or which is identified or described in the Inspection Report.

The following conditions and limitations apply to the use of ladders throughout this inspection: A ladder will be used only to aid in inspecting roof surfaces and reaching attic access openings when, in the sole determination of the inspector such areas are readily accessible\*\*.

When inspection of any system, component, or area is documented as limited or as **not examined** due to inoperability, inaccessibility, or for any other reason, it shall be understood that the presence of adverse conditions affecting the system, component, or area cannot be determined. Therefore, it is recommended that additional measures be taken by an appropriate qualified party to evaluate and to assess the condition of such areas, systems or components **as soon as possible**.

Company will not return to any property which Company has previously inspected for the purpose of re-inspection to verify that any adverse conditions documented in the course of the original inspection have been modified or corrected or that any remedial measures have been performed.

The inspector may bring to Customers' attention and discuss certain modifications of original and/or functioning installations and assemblies of systems and components which Customers may wish to consider implementing as part of upgrading the subject property. These modifications may differ from some of the building and construction practices which applied at the time of the original construction of the home. The differences between any such original building and construction practices and current practices do not constitute adverse conditions in the subject property. All such modifications should be performed only by qualified parties in accordance with all applicable industry standards and governmental requirements pertaining to permits, codes, ordinances, and regulations.

A Home Inspection is a limited visual, non-technical examination of the contractually specified multiple systems and components of a home. Therefore, occasionally, in the course of performing examinations, modifications, or corrective measures as a result of the information contained in the Inspection Report, the appropriate and qualified parties performing such work may determine that there are other conditions which could not be determined in the course and scope of the original inspection.

The use of specialized tools, devices, or equipment is not required in the performance of the inspection. However, if in the sole and absolute determination of the Inspector any specialized tools, devices, or equipment are used, it shall not require the Inspector to use other such tools, devices, or equipment and shall not be deemed to acknowledge or create any duty not otherwise expressly specified in the *Home Inspection Pre-Authorization, Contract, and Scope of Inspection* documents. Additionally, the information and degree of detail provided by such is limited by both the conditions at the time of the inspection and by limiting properties of such tools, devices, or equipment.

\*Only retaining wall damage or deterioration which, in the sole and absolute determination of the inspector, increases the potential for adversely affecting the house or attached garage or carport will be documented in the inspection report.

\*\* **READILY ACCESSIBLE** is defined as: In the sole and absolute determination of the inspector, visually observable and able to be examined without requiring destructive measures; without risk to the inspector or others; without risk of damage to any item of personal or real property; without requiring the inspector to move, remove, damage, or disturb any wall, floor, ceiling, or window coverings; or any interior or exterior claddings or finish treatments; to move, remove, damage, disturb, climb upon, climb over, or straddle any item of personal property; to move, remove, damage, or disturb any landscape elements; or to interrupt the business of occupants, and not requiring disassembly or the use of any special protective clothing or special tools or equipment.