



## COAKLEY INSPECTION SERVICES PERFORMANCE GUARANTEE

Coakley Inspection Services guarantees that the home inspection conducted by Coakley Inspection Services was conducted in accordance with the Arizona Chapter of the American Society of Home Inspectors (AZ ASHI) Standards of Practice. Coakley Inspection Services will repair or replace themselves any defective components or systems or defective conditions that Coakley Inspection Services failed to observe or report in the written inspection report or oral presentation, if Coakley Inspection Services was required to observe/comment on the defective components or systems, or defective conditions according to the AZ ASHI Standards of Practice. Coakley Inspection Services will perform and for the cost of the repair expense

## COVERAGE TERMS

This service contract covers only those items specifically listed and excludes all others. This contract covers parts and labor only and does not cover consequential or secondary damages. This contract only covers those items that were confirmed to be in good working order at time of inspection and excludes all others, regardless of their condition at the time of inspection or if they were repaired. This contract does not cover water damage, cosmetic repairs, or items that are inaccessible without the removal of drywall, concrete, or any other permanently installed covering. This is not a maintenance contract.

In order for an item to be covered, it must be maintained in accordance with the manufacturer's standards or be maintained within reasonable standards where no such standards exist. This contract excludes all appliances, climate control systems, and fixtures over 10 years old. This contract does not cover plumbing stoppages, regardless of reason. This contract does not cover well or septic systems or any related components.

Coakley Inspection Services is not responsible for upgrading failed systems to meet current codes or local ordinances. This contract does not cover chimneys, fireplaces, or brick failures of any kind. This contract does not cover cracking or scaling concrete. Roof repair is for leaks only, to rolled, composition, or asphalt shingle roof only, and is limited to the repair of the leak only. This contract does not cover pest damage, including that caused by any and all wood destroying insects and pests.

All mechanical coverage is limited to those items within the home's foundation, and limited to a component maximum of \$500.00 or total aggregate component maximum of \$2,500.00

### MECHANICAL COVERAGE SUMMARY:

Plumbing: Water lines, faucets, water heaters, drain lines, gas lines.

Electrical: Main service panel, secondary service panel, and wiring.

Appliances: Kitchen Appliances including and limited to oven, range, dishwasher, built-in microwave, trash compactor, and garbage disposal.

Heating/Air (HVAC): Furnace, Air Conditioner, and Thermostats

All structural coverage is limited to issues within the home's foundations and is limited to an aggregate maximum of \$2,000.00. Coakley Inspection Services is not an insurer.

### STRUCTURAL COVERAGE SUMMARY

Poured Concrete & Block wall foundations

Floor joists, bottom & top plates, and wall members.

Roof leak repair (does not include replacement of bad shingles), load bearing walls, attached garage doors.

Any damage caused by any peril is not covered by this contract, which includes but is not limited to; war, riot, civil commotion, earthquake, hurricane, any and all acts of god, or any other outside cause or neglect. All claims on this policy shall be made by the buyer of record only after they have taken possession of the home.

This warranty and all related disputes shall be interpreted and enforced in accordance with the laws of Maricopa County in the State of Arizona without reference to, and regardless of, any applicable choice or conflicts of laws principles. All claims must be received within 100 days of the inspection or within 30 days of closing, whichever comes later. The coverage under this policy shall come after any and all other warranties in place.



## EXCLUSIONS AND LIMITATIONS

1. This Guarantee is provided to Coakley Inspection Services clients who purchased a resale family home and occupies that home after closing.
2. Coakley Inspection Services shall not be held responsible for costs of correcting alleged defects or replacing/repairing nonfunctional components or systems, or correcting defective conditions, if such conditions could have reasonably been detected by a lay person in the course of a diligent pre-closing walk through Inspection.
3. Any claim must be made within one hundred (100) days from the date of the inspection, or thirty (30) days after taking possession of the property, whichever is later, but in no event later than one hundred eighty (180) days from the date of the inspection.
4. This Guarantee is provided for the exclusive benefit of the Coakley Inspection Services clients who purchases the home and occupies the home. This Guarantee may not be transferred or assigned to any other party without the express written consent of Coakley Inspection Services.
5. Any component, system or condition included in the AZ ASHI Standards of Practice, evaluated by Coakley Inspection Services, judged and reported by Coakley Inspection Services to be "Satisfactory, with no issues or adverse comments noted", will be eligible for coverage under this Guarantee. Conversely, any component, system or condition not inspected by Coakley Inspection Services (For instance: Because it was not accessible, could not be tested at the time of the inspection, is outside the scope of the inspection, was an optional inspection item that the Customer declined to have inspected, etc.) or any such component, system or condition evaluated but judged and reported to be defective, in any way, or beyond its normal useful life, will not be covered.
6. Any component, system or condition modified, repaired or installed by an unlicensed contractor, unlicensed "handyman" or other person not licensed in the applicable trade, will not be covered.
7. The Customer is responsible for arranging access to the property and element or the opening up of any surfaces as needed to complete the repair. Coakley Inspection Services assumes no responsibility for the opening, closing, resurfacing, restoration and/or decorating after the repair work is completed.
8. This Guarantee does not apply to: a) any losses recoverable under homeowners insurance, or manufacturer's warranty, new home builder's warranty, contractor's warranty, extended warranty and/or home warranty programs (except as noted); b) performance of routine maintenance, occurrences which result from failure to perform such maintenance or the negligent misuse of the covered component or system; and c) re-occurrence of a settled claim condition. This document recites all of the coverage provided by this Guarantee and any coverage not specifically recited is presumed to be excluded. Coakley Inspection Services specifically excludes any liability for bodily injury, property damage, consequential or secondary damage or other conditions resulting from the failure or malfunction of the covered components or systems. Coakley Inspection Services additionally disclaims any liability for the adequacy of capacity or design of any component or system, or its failure to comply with any local, state or national code, or manufacturer's installation instructions. Additionally disclaimed are damages caused by loss of power, termites or other insects, dry rot, condensation, floods, surface water, waves or tidal waves, nuclear or air contamination, shifting or settling of land, strikes, wars, acts of aggression and/or acts of God.
9. In the event of a dispute between the customer and Coakley Inspection Services regarding Coakley Inspection Services' liability under this Guarantee, such dispute will be presented at the customers' expense to the American Arbitration Association, 335 Madison Avenue, 10th floor, New York, NY 10017-4605, 800.778.7879 for resolution.



## Coakley Inspection Services 100 Day Performance Guarantee

### CLAIMS PROCEDURES:

Should a claim be necessary for repair or replacement, due to failure to observe or report, Coakley Inspection Services will provide parts and labor to repair the specific cause. Should Client use other sources other than Coakley Inspection Services to repair or replace any failures Client shall be responsible for any all cost associated with said repairs.

Prior to any repair work, the customer must notify Coakley Inspection Services in writing. Coakley Inspection Services will then advise the client of the procedure for completing the repairs. In cases of an emergency, Coakley Inspection Services may authorize repairs by telephone or email. Any repairs made prior to notification to, and authorization by Coakley Inspection Services will void this Guarantee with respect to the component so repaired.

Coakley Inspection Services will not assume responsibility for repair claims: 1) reported prior to closing or after the expiration date of this Guarantee, 2) where the work was performed or completed prior to notification, reevaluation and/or approval by Coakley Inspection Services or 3) on services provided by Coakley Inspection Services that are not fully paid.

Written Notification of claim must be received by Coakley Inspection Services prior to the expiration of the policy (which is defined as noon, on the 31<sup>st</sup> day after close of escrow). The following information must be contained in the claim:

- a. Your Name
- b. Your Full Address
- c. Closing Date
- d. A Phone Number Where You Can Be Reached
- e. A Brief Description of the Claim
- f. Make, Model & Serial # for All Appliances