

Active Inspections & Energy Ratings, LLC

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www.activeinspections.net

The following is a binding contract with an arbitration clause.

Please read carefully.

This is an agreement between **Active Inspections & Energy Ratings, LLC** here after known as "**Active Inspections**" and _____ "**the customer**". This contract is inclusive of all home(s) to be built by **the customer** and which are inspected by **Active Inspections**.

Active Inspection's obligations under this contract expire on _____, 20__ and must be renewed yearly before that date.

1. **Active Inspections** will perform inspections using the applicable codes specified by AHFC at the time of placement of the footing. Upon completion of all required and acceptable inspections, a PUR 102 ' Summary of Inspections' will be completed by **Active Inspections** and provided to the **customer** or his designated agent.
2. **Active Inspections** shall provide inspectors registered in the state of Alaska, covered by public liability and property insurance and workers compensation insurance as required by law.
3. The work sheet of each inspection will be left on the job site but may be faxed to a designated location with prior arrangements. These forms will constitute the written report as required by Alaska State law. The work sheet / inspection report is prepared for the limited use of the **customer** and it is expressly understood they are not intended for the use or benefit of third parties not under contract with **Active Inspections**.
4. The **customer** will provide to **Active Inspections** a set of plans with dimensions and specifications at the start of the project.
5. The **customer** is responsible for determining zoning, flood plains, avalanche hazard, environmental hazards, lot line encroachments, and driveway grades.
6. The **customer** shall provide safe access to the structure and all parts requiring inspection. If items requiring inspection are covered or otherwise obscured from view, the **customer** must uncover those items before the inspection will be performed.
7. Modifications of items after inspection will require re-inspection of those items. If the inspector discovers this procedure is not followed, **Active Inspections** may at its discretion terminate the contract and any remaining obligations for inspections or escrow releases.
8. If the house 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 with in the structure.
9. Any liability of **Active Inspections** and its inspectors terminates one year from the date of the work sheet / inspection report for that component.
10. **Active Inspections** and its inspectors shall not be liable for any claims arising from or relating to any interim inspections if no final or conditional final is completed due to the actions or inactions of the **customer**.
11. **Customer** agrees to remit payment within 30 days of invoice with final payment due at the completion of the final inspection unless other arrangements are made in writing. **Active Inspections** reserves the right to file a lien if payments are not received as agreed.
12. The **customer** agrees to defend, indemnify, and hold harmless from all claims relating to the subject property that do not pertain to code compliance.
13. 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 Palmer Court in the Third Judicial District for the State of Alaska and that the contract and obligation there under be governed and interpreted by the laws of the State of Alaska.
14. Energy Ratings are not a part of this contract but may be purchased separately.

Date: _____

Customer:

Date: _____

Active Inspections & Energy Ratings, LLC

Carol J Perkins AK HIN I 26