

Inspect the Best

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Commercial and Residential Inspections

Amendment 1 Pool and Spa Amendment to Inspection Agreement

PLEASE READ THIS AMENDMENT TO THE INSPECTION AGREEMENT CAREFULLY

Name of Client(s): [Type here]
Address of Inspected Property: [Type here]
Date of Inspection: [Type here]

THIS AMMENDMENT is made part of the PROFESSIONAL SERVICE INSPECTION AGREEMENT and it incorporates all of its terms and conditions. AADDITIONAL PAYMENT FEE FOR POOL AND SPA INSPECTION: The CLIENT agrees to pay the COMPANY the fee of \$ [Type here] for the professional services as defined below. The client understands that he is bound by the terms of this agreement and that the inspection fee is immediately due and payable upon completion of the physical inspection.

PROFESSIONAL SERVICES: Pool and Spa Inspection

SCOPE OF THE INSPECTION: The COMPANY will perform a limited visual inspection of the general systems and components of the pool and/or spa and provide the CLIENT with a written inspection report (REPORT) identifying the visually observable major deficiencies. The inspection shall be performed in accordance with the Standards of Professional Practice (SOP) for the Inspection of Swimming Pools & Spas. Click on this link Arizona Pool and Spas SOP <https://btr.az.gov/sites/default/files/documents/files/Pool%20and%20Spa%20Standards%208-25-15.pdf> to display the Arizona Pool and Spa SOP. The CLIENT's signature on this AGREEMENT acknowledges that the CLIENT has read and understood the Arizona Pool and Spas SOP. The inspection will address major components and systems such as: interior finish materials, decks, steps and coping, pumps, motors, blowers, skimmer, filter, drains, heaters, automatic safety controls, gauges, visible piping and valves, water supply systems for cross connections, external bonding of the pump motors, blowers, and heaters, conduit, visible electrical components, and the operation of underwater lighting, ground fault circuit interrupters, and timer assemblies, permanently installed handrails and ladders, for the presence of child safe barrier provisions, for the presence of entrapment prevention components. The inspection and report is based on the observation of the conditions that existed at the time of the inspection only. The inspection is limited to readily accessible and visible systems; equipment and components. The inspector will not dismantle and/or move equipment, systems, components, personal property or other items to conduct the inspection or otherwise to expose concealed or inaccessible conditions. Client agrees to assume any and all risk for all conditions that are concealed from view at the time of the inspection or are outside the scope of the inspection. Photos may be included with the report as a visual aid to the findings identified in the REPORT to identify areas of the pool and spa for clarity purposes. The photos are for illustrative purposes only and are to be used in conjunction with the written REPORT to obtain a full understanding of the pool and spa condition. Photos are not provided for all findings identified in the report.

Whether or not concealed, the following are outside the scope of the inspection: cosmetic or subjective defects; life expectancy of any component or system; the causes of the need for a major repair, the methods, materials and costs of corrections, the suitability of the facilities for any specialized use, or the enclosures for systems, components, of equipment; the condition of components that are not visible and/or readily accessible; compliance or non-compliance with applicable regulatory requirements, building codes, or manufacturer instructions, drawings, and specifications; any component or system which was not observed; the presence or absence of pests such as wood damaging organisms, rodents, or insects; external bonding of equipment or components other than pump motors, blowers and heaters; cosmetic items, underground items, or items not permanently installed; the safety of use of any pool or spa component; the adequacy of operation, maintenance, and use of the pool/spa and of any component; whether any item, material, condition or component is subject to recall, controversy, litigation, product liability or other adverse claim or condition; the structural integrity of any system or component; the adequacy of system and component design, and of filters and heaters; the adequacy of child safe barriers and of entrapment prevention components, nor the conformity of these barriers or components with local codes and ordinances; equipment/component compatibility; flow rates and high or low pressure conditions; leaks in the shell or underground components; geological and soil conditions; the strength, adequacy, efficiency or safety of any system or component.; and compliance or non-compliance with regulatory requirements, building codes, ordinances, or manufacturer instructions, drawings, and specifications. Inspectors are not required to; observe component interiors that are not readily accessible; offer warranties or guarantees of any kind; calculate the strength, adequacy, efficiency or safety of any system or component; enter any area or perform any procedure which may damage the property or its components or be dangerous to the inspector or other persons; operate any system or component which is shut down or otherwise inoperable; operate any system or component which does not respond to normal operating controls; move personal items, equipment, plant life, soil, snow, ice, or debris which obstructs access or visibility; determine the presence or absence of any suspected hazardous substance or irritants, including but not limited to noise, toxins, molds, algae, allergens, organisms, carcinogens, electromagnetic radiation, radioactive substances, combustibles, corrosive or reactive chemicals or contaminants, or the adequacy of their storage facilities; determine the safety of use of any pool or spa component; dismantle any system or component; predict future conditions, including but not limited to failure of components; project operating

costs of components; perform any act or service contrary to law or regulation; perform architectural, engineering, or surveying services, or to confirm or evaluate such services performed by others; perform any trade or professional service other than as required in these Standards; operate systems when weather conditions or other circumstances may cause equipment damage; test or operate valves and automatic safety controls; come into contact with pool or spa water to examine the systems, structure, or components; test, operate, or evaluate electric resistance heaters; determine the temperature, temperature fluctuation, rate of temperature rise, or the time needed to obtain hot water, of any pool or spa heater; test, operate, or evaluate water features, fountains, diving and jump boards, slides, and similar play equipment, or evaluate the suitability of the pool or spa for the use of such equipment, or for activities such as diving; test, operate, or evaluate timers, low voltage or electronic controls, stray voltage, thermostats, heating elements, solar and other alternative energy heating systems; evaluate water chemistry or clarity, or presence or absence of bacteria/algae; operate systems including backwash, aerators, automatic cleaners, automatic water fills, water treatment or chemical dispenser systems; evaluate the interior of components and filters including filter cartridges, and related components and accessories, or back-flow prevention devices; evaluate the condition of manual, or the condition and operation of automatic, pool or spa covers; observe underground items and items not permanently installed; determine the differential between original construction and subsequent additions or modifications, or evaluate out-of-level conditions.

Client agrees that everything delineated in the main agreement is also incorporated into and made part of this Pool and Spa Amendment.
THE ABOVE IS UNDERSTOOD AND AGREED TO THIS: Date 8/17/2018

X

Client