

RESIDENTIAL INSPECTION AGREEMENT

THIS IS A LEGAL CONTRACT THAT DETAILS THE RIGHTS AND OBLIGATIONS OF THE PARTIES.

PLEASE READ ALL PAGES CAREFULLY

Client(s):

Inspection Address:

SCOPE OF THE INSPECTION: A home inspection is a noninvasive, visual observation and operation of the accessible systems and components of real property, including buildings and other improvements. Its purpose is a) to identify conditions that, in the professional opinion of the Inspector, are significantly deficient or b) to identify systems and components that are at the end of their service lives.

The Inspection is strictly limited to the examination of readily accessible, installed systems and components of homes by using normal operating controls and opening readily operable access panels, where applicable, of the following components of the Property: structure, foundation, exterior, roof, attic, major mechanical systems (heating, air conditioning, electrical, and plumbing), built-in appliances, interior (floors, ceilings, walls, windows, and doors). All components will be inspected pursuant to the California Business and Professions Code, §§7195 through 7199 using the current Standards of Practice (SOP) of the American Society of Home Inspectors ("ASHI") posted at www.homeinspector.org. Where multiple instances of the same component exist, a representative number shall be inspected. The observations of conditions are limited to those areas of the home which can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the Property or personal injury to the Inspector. Any additional services outside the list of components in this contract or in those rules must be specifically agreed to in writing between the Inspector and the Client.

The Inspector will prepare and provide the Client with a written report for the sole use and benefit of the Client. The written report shall document any deficiencies discovered in the Property systems and components. A deficiency is a condition that, in the reasonable judgment of the Inspector, is not functioning properly or is unsafe. In addition, the written report may comment on the normal service life of a system or component. However, the fact that a system or component is near, at, or beyond the end of its normal service life is not, in itself, a deficiency in the system or component. Nothing in the report and no opinion of the Inspector should be construed as advice to the Client to purchase, or not to purchase the Property, nor serve as a prediction of future conditions nor the value of the Property. Further, any descriptions of deficiencies of the Property should not be provided with estimates of for the actual costs of repairs to any system or component of the property.

CLIENT'S DUTY: The Client understands and accepts that the Inspection and report, in accordance with this Agreement, are intended to reduce, but cannot eliminate, uncertainty regarding the condition of the Property. The Client is responsible for reviewing the permit history, disclosure documents, and for researching any legal actions or insurance claims involving the Property. The Client agrees to read the entire written report when it is received and to promptly contact the Inspector with any questions or concerns regarding the Inspection or written report. The written report shall be the exclusive findings of the Inspector. Verbal representations not recorded within the Inspection report are not part of the Inspection. The Client acknowledges that the Inspector is a generalist and that further investigation of a reported condition by an appropriate specialist may provide additional information on the conditions of the Property.

City:

Should the Inspector's report reveal any additional conditions that require further investigation or repair, the Client agrees that any further evaluation, inspection, and repair work needs to be provided by competent and qualified professionals who are licensed and/or certified to perform the work. In the event the Client becomes aware of a reportable condition not contained in the written inspection report, the Client agrees to promptly notify the Inspector and allow the Inspector and/or the Inspector's designated representative(s) to inspect said condition(s) prior to making any repair, alteration, or replacement. If the Client fails to so notify the Inspector and fails to allow an additional inspection, then any costs of such repairs, alterations or replacements will be entirely at the Client's cost without recourse against the Inspector. The Inspector/ Company has the right to perform any corrective work that they may responsible for.

LATENT DEFECTS: The Client agrees that the Inspection is not a technically exhaustive investigation or evaluation of every aspect of the Property. The Client acknowledges and agrees that the Inspection and the written report will not reveal every existing deficiency and future condition affecting the Property. The Inspector is not responsible for the non-discovery of any latent defects of the Property or any problems that may occur or become evident after the date of the Inspection. Latent defects of the Property include, but are not limited to: cracking, leaking, surface dislocations, or landslides resulting from, without limitation to, water leaks, land subsidence, or other geological problems. The Inspector is not responsible for any defects that may manifest themselves in the future, any structural failures that may occur in the future, or damages that result from future repairs.

COMPLIANCE WITH BUILDING CODES: Consistent with the scope of the Inspection, as provided in this Agreement, the Inspector will identify items that may present a health or safety issue. However, the Inspector will not provide an opinion on compliance with any particular building code. Illustrations used with code references are intended to help client understand the defect. The illustrations in report are used as a reference guide to help explain the findings and/or used to describe building systems and components.

ENVIRONMENTAL AND HEALTH CONDITIONS: The Client agrees that the Inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding the Property, including, but not limited to the presence of: asbestos, radon, lead, or urea-formaldehyde; wood destroying organisms, fungi, molds, mildew, feces, urine, vermin, pests, or any animal or insect; drywall that may have been manufactured with contaminated materials (including carbon disulfide, carbonyl sulfide and hydrogen sulfide), polychlorinated biphenyls (PCBs), or other toxic, reactive, combustible, or corrosive contaminants, materials; or substances in the water, air, soil, or building materials. The Inspector is not liable for injury, health risks, or damage caused or contributed to by these conditions. In addition to the above limitations on the scope of services, the Inspection will not include any engineering or architectural analysis. The report will not offer any opinion about the adequacy of the structural systems and components of the Property.

POOL AND SPA: For any pool, spa, or hot tub meeting the requirements of Cal. Health & Safety Code §115921, the Inspector will conduct a non-invasive visual inspection of the readily accessible safety features required by Cal. Health & Safety Code §115922

LIMITATION OF LIABILITY

THE FOLLOWING CLAUSE LIMITS THE LIABILITY OF THE INSPECTOR – PLEASE READ CAREFULLY

The client agrees and understands that the inspector is not an insurer and is not warranting or guaranteeing the adequacy, performance or life expectancy of any structure, item, system or component of the property. The client further agrees that if the inspector or any of the inspectors agents, employees, subcontractors, officers or shareholders are found liable for any loss or damage due to negligence, or the failure to perform the inspector's obligations in this agreement, including the improper or negligent performance of the inspection, or the improper or negligent reporting of the conditions of the property, the inspector's maximum liability shall be limited to twice the amount of the inspection fee paid. This limitation shall not apply to any damages specifically allowed by statute.

This limitation of liability specifically covers liability from: damaged property, loss of use of the property, lost profits, consequential damages, special damages, incidental damages, governmental fines and charges, punitive damages, attorney fees and court costs. At the client's option, a comprehensive inspection without limitation of liability is available. A comprehensive inspection includes a contractor, engineer and architect reviewing the property for a minimum fee of \$2500

(requires quotes), A comprehensive inspection requires a separate contract,

This limitation of liability shall not apply to any damages caused by the gross negligence of the inspector in the performance in the performance of the inspectors obligations in this agreement

RESOLUTION OF DISPUTES

Any controversy or claim arising out of or relating to this Agreement shall be resolved through Small Claims Court (or similar court of limited monetary jurisdiction) in the jurisdiction applicable to this Agreement. In the event that the amount in dispute exceeds the jurisdiction of the applicable Small Claims Court, the dispute shall be settled by binding arbitration administered by Construction Dispute Resolution Services, or if unavailable, Resolute Systems, before a single arbitrator using its Commercial Arbitration Rules. The arbitrator shall have at least three years of knowledge and experience in the home inspection industry or similar knowledge and experience in construction. Each party agrees to pay its own costs of arbitration. Any legal action or proceeding shall be brought in the County in which the Property is located.

ENFORCEMENT FEES AND COSTS

Any party failing to follow the RESOLUTION OF DISPUTES process identified above, shall be liable for all fees and costs associated with compelling or enforcing compliance with the RESOLUTION OF DISPUTES process.

TIME TO INITIATE ACTION

Any action regarding or arising from the condition of the Property and the Inspection and/or the written report must be filed and initiated by the Client no later than one (1) year after the Client discovers, or through the exercise of reasonable care, could have discovered, the conditions giving rise to the claim. Otherwise, the claim will be barred. If the matter is in arbitration, the arbitrator will be bound by the terms of this paragraph as a limitation on the arbitrator's ability to render an award in favor of the Client.

If inspection is performed for the seller, the agent is authorized to sign on client's behalf. If there is more than one Client, you are signing on behalf of all of them and you represent that you are authorized to do so for all Clients and/or intended beneficiaries. The provisions of this Agreement will be binding upon any party that takes title to the Property with the Client or claims title to the Property through the Client.

Client acknowledges having read and understood the terms, conditions and limitations of this agreement and voluntarily agrees to be bound thereby agrees to pay the fee listed here. Home Inspection Fee: \$
Termite Inspection Fee: \$
Other Inspection Fee: \$

Total:\$

NOTICE: All fees are due and payable at the time of inspection. Reports will not be issued until payment is made. Our cancellation policy requires a minimum 24 hr. notice. Failure to provide notice with just cause will result in a cancellation fee equal to the inspection fees. Failure to obtain time off from work is not a just cause. All utilities must be on to perform inspection. All areas must be made readily accessible. Failure to provide access or utilities off requiring a return to property will incur a reinspection fee equal to half the fee.

Signature: _____

Authorized Agent: _____ Date: _____

Inspector: 

Date: _