

# STANDARD RESIDENTIAL INSPECTION AGREEMENT

Page 1 of 2



**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, PLEASE READ IT CAREFULLY**

**Client:** \_\_\_\_\_ **Home Address:** \_\_\_\_\_  
**Inspection Address:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**SCOPE OF THE INSPECTION:** The real estate inspection to be performed for Client is a survey and basic operation of the systems and components of a building 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. The purpose of the inspection is to provide the Client with information regarding the general condition of the building(s). Inspector will prepare and provide Client a written report for the sole use and benefit of Client.

The written report shall document any material defects discovered in the building's systems and components which, in the opinion of the Inspector, are unsafe, significantly deficient, not functioning properly or are/appear to be at the end of their service lives. The inspection shall be performed in accordance with the Standards of Practice of the American Society of Home Inspectors(ASHI®), available upon request, at [http://www.homeinspectionplus.com/ASHISOP\\_March2014.pdf](http://www.homeinspectionplus.com/ASHISOP_March2014.pdf) and is limited to those items specified therein.

**CLIENT'S DUTY:** Client agrees to read the entire written report when it is received and promptly call Inspector with any questions or concerns regarding the inspection or the written report. The written report shall be the final and exclusive findings of Inspector. Client acknowledges that Inspector is a generalist and that further investigation of a reported condition by an appropriate specialist may provide additional information which can affect Client's purchase decision. Client agrees to obtain further evaluation of reported conditions before removing any investigation contingency and prior to the close of the transaction. In the event Client becomes aware of a reportable condition which was not reported by Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative(s) to inspect said condition(s) prior to making any repair, alteration, or replacement. Client agrees that any failure to so notify Inspector and allow inspection is a material breach of this Agreement.

**ENVIRONMENTAL CONDITIONS:** Client agrees what is being contracted for is a building inspection and not an environmental evaluation. The inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding this building or property, including, but not limited to: the presence of asbestos, radon, lead, urea-formaldehyde, fungi, molds, mildew, PCBs, Chinese drywall 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.

**GENERAL PROVISIONS:** The written report is not a substitute for any transferor's or agent's disclosure that may be required by law, or a substitute for Client's independent duty to reasonably evaluate the property prior to the close of the transaction. This inspection Agreement, the real estate inspection, and the written report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company or its officers, agents, or employees more than one year from the date Client discovers, or through the exercise of reasonable diligence should have discovered, the cause of action. In no event shall the time for commencement of a legal action or proceeding exceed two years from the date of the subject inspection. **THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, and assigns. This Agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this Agreement. Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this Agreement is executed on behalf of Client by any third party, the person executing this Agreement expressly represents to Inspector that he/she has the full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions, and exclusions of this Agreement.

**LIMITATION OF LIABILITY:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, implied fraud or misrepresentation arising out of, from or related to this contract or arising out of, from, or related to the inspection and inspection report and found in favor of the client shall not exceed (5) five times the inspection fee paid.

**SEVERABILITY:** Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the court's holding.

**MEDIATION:** The parties to this Agreement agree to attend, in good faith, mediation with a retired judge or lawyer with at least 5 years of mediation experience before any lawsuit is filed. All notices of mediation must be served in writing by return receipt requested allowing 30 days for response. If no response is forthcoming the moving party may then demand binding arbitration under the terms and provisions set forth below.

**ARBITRATION:** Any dispute concerning the interpretation or enforcement of this Agreement, the inspection, the inspection report, or any other dispute arising out of this relationship, shall be resolved between the parties by binding arbitration conducted in accordance with California Law, except that the parties shall select an arbitrator who is familiar with the real estate profession. The parties agree that they shall be entitled to discovery procedures within the discretion of the arbitrator. The arbitrator shall manage and hear the case applying the laws of the State of California to all issues submitted in the arbitration proceeding. The award of the arbitrator shall be final, and a judgment may be entered on it by any court having jurisdiction. Any disputes are to be arbitrated by: *Construction Dispute Resolution Services, LLC*

Client acknowledges having read and understood all the terms, conditions, and limitations of this Agreement and voluntarily agrees to be bound thereby.

Client acknowledges having read and understood the Standards of Practice of the American Society of Home Inspectors (ASHI®).

**Client:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Inspector:** *Rick Hartmann* **Rick Hartmann, President, Home Inspection Plus, Inc** **Date:** \_\_\_\_\_

The fee for this inspection and report is \$ \_\_\_\_\_ and is due and payable on the date of the inspection.

If any utilities are not activated on the date of the inspection and a re-inspection is desired, client will incur a \$150 re-inspection fee.

# SWIMMING POOL/SPA ADDENDUM



**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, PLEASE READ IT CAREFULLY**

Client and Inspector agree to amend the Standard Residential Inspection Agreement to include a generalist inspection of the pool and/or spa and the walking surface around the pool at the time of the home inspection as set forth in this addendum. The pool/spa inspection will be conducted to the terms and conditions of the Standard Residential Inspection Agreement and ASHI Standards of Practice except as amended herein. Client understands and accepts that an inspection and report in accordance with this Agreement is intended to reduce, but cannot eliminate, the uncertainty regarding the condition of the pool/spa systems and components or their safe usage.

**SCOPE OF THE INSPECTION:** The pool/spa inspection to be performed for the Client identified in this contract is a non-invasive visual inspection, basic operation of the systems and components of a swimming pool/spa(pool/spa) and performed for the fee set forth below, designed to identify material defects in the pool/spa components as they exist at the time of the inspection. The term material defect is defined as the presence of patent defects or material deferred maintenance of the pool/spa systems, components, or equipment. This definition specifically excludes deficiencies that are normally remedied during routine operating maintenance and, which generally do not represent a material defect of the pool/spa system.

The pool/spa inspection will be performed in accordance with the American Society of Home Inspectors(ASHI) Standards of Professional Practice for Residential Swimming Pool and Spa Inspections in effect at the time of the inspection. Copies of these Standards of Practice are available upon request and available at <http://www.homeinspectionplus.com/ASHIPoolSOPs.pdf> and incorporated herein by reference, and is limited to those items specified therein.

This pool/spa inspection is not intended to be technically exhaustive. The inspector may indicate a concern that is beyond the scope of the inspection. However, this does not in any way assume the inspection is being performed outside the ASHI Pool SOP's. This inspection is not a building code inspection, nor determines if the swimming pool/spa systems and components are installed to plan drawings/manufacturers requirements.

Inspector shall prepare and provide Client a written report for the sole use and benefit of Client identified in this contract. The swimming pool/spa inspection report shall describe and identify the inspected systems and components of the pool/spa, and shall identify material defects in those systems and components observed during the inspection. **The pool/spa inspection is not a guarantee or warranty of any kind.**

**CLIENT'S DUTY:** Client understands and accepts that an inspection and report in accordance with this agreement is intended to reduce, but cannot eliminate, the uncertainty regarding the swimming pool/spa systems and components or their safe usage. **Client agrees to read the entire written report when it is received and promptly call Inspector with any questions or concerns regarding the inspection or the written report.**

The written report shall be the final and exclusive findings of Inspector. Client acknowledges that Inspector is a generalist and that further investigation of a reported condition by an appropriate specialist may provide additional information. Client agrees to obtain further evaluation of reported conditions before removing any investigation contingency and prior to the transfer of title/close of the transaction. In the event Client becomes aware of a reportable condition which was not reported by Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative(s) to inspect said condition(s) prior to making any repair, alteration, or replacement. Client agrees that any failure to so notify Inspector and allow inspection is a material breach of this Agreement.

**SAFE USAGE:** There are safety risks inherent with pools and spas. This general inspection cannot determine that a pool/spa or related equipment are safe for use by adults or children. Inspector is not liable for death, injury or property damage arising from or resulting to the pool/spa or related equipment.

**ENVIRONMENTAL CONDITIONS:** Client agrees what is being contracted for is a pool/spa inspection and not an environmental evaluation. In addition to those exclusions and limitations set forth in the ASHI Pool SOP's, Client understands and agrees this inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding the pool/spa systems and components, including but not limited to the presence of asbestos, lead,

**ENVIRONMENTAL CONDITIONS-continued:** urea-formaldehyde, fungi, molds, mildew, PCB's, or other toxic, reactive, combustible, corrosive contaminants, materials, or substances in or on the water, air, soil, or building materials. Inspector is not liable for injury, health risks, or damage caused or contributed to by these conditions.

**GENERAL PROVISIONS:** If provided in conjunction with the sale or transfer of real estate, the written report is not a substitute for any transferor's or agent's disclosure that may be required by law, or a substitute for Client's independent duty to reasonably evaluate the pool/spa prior to the close of the transaction. This inspection Agreement and the written report do not constitute a warranty, guarantee, or insurance policy of any kind whatsoever. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company or its officers, agents, or employees more than one year from the date of the inspection.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, and assigns. This Agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this Agreement. Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this Agreement is executed on behalf of Client by any third party, the person executing this Agreement expressly represents to Inspector that he/she has the full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions, and exclusions of this Agreement.

**SEVERABILITY:** Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the courts holding.

**CONFIDENTIAL REPORT:** The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the pool/spa inspection report to the seller and the real estate agents directly involved in the transaction, but Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the inspection report. Client agrees to indemnify, defend and hold inspector harmless from any third-party claims arising out of Client's unauthorized distribution of the inspection report.

**LIMITATION OF LIABILITY:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, implied fraud or misrepresentation arising out of, from or related to this contract or arising out of, from, or related to the swimming pool/spa inspection and swimming pool/spa inspection report and found in favor of the client shall not exceed (3) three times the inspection fee paid.

**Client acknowledges having read and understood all the terms, conditions, and limitations of this Agreement and voluntarily agrees to be bound thereby.**

**Client acknowledges having read and understood the ASHI Standards of Professional Practice for Residential Swimming Pool and Spa Inspections.**

**Client:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Inspector:**  Rick Hartmann, President, Home Inspection Plus, Inc \_\_\_\_\_

**Date:** \_\_\_\_\_

The additional fee for the swimming pool/spa inspection and report is \$100 and is due and payable on the date of the inspection.