

STANDARD RESIDENTIAL SELLER/LISTING INSPECTION AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, PLEASE READ IT CAREFULLY

Report # _____

Address: _____ Client: _____

1. The inspection to be performed for Client is a non-invasive physical examination, performed for the fee set forth below, designed to identify material defects in the systems, structures, and components of the subject primary dwelling and its associated primary parking structure as they exist at the time of the inspection. The inspection shall be limited to those specific systems, structures, and components that are present and visually accessible. Inspector shall prepare a written inspection report for the sole use and benefit of Client. The inspection report shall describe and identify the inspected systems, structures, and components of the dwelling and shall identify material defects in those systems, structures, and components observed during the inspection. Client agrees to read the entire inspection report when it is received and shall promptly call the Inspector with any questions or concerns Client may have regarding the inspection report or the inspection. The inspection report shall be considered the final and exclusive findings of the Inspector regarding the inspection of the dwelling. Client shall not rely on any oral statements made by the Inspector prior to issuance of the inspection report. The inspection will be performed in accordance with the Standards of Practice of the California Real Estate Inspection Association ("CREIA") in effect at the time of this inspection. A copy of the CREIA Standards is available upon request.
2. Components and systems operated during the inspection will be identified in the inspection report. The identified components and systems shall be operated with normal user controls only and as conditions permit. If a component or system is operated, it may be conducted without the aid of special protective clothing, exploratory probing, removing materials, testing, measuring, preparing calculations or using special equipment, including meters or devices of any kind. Testing, measuring, or preparing calculations for any system or component to determine adequacy, capacity, or compliance with any standard is outside the scope of this contract.
3. The term "material defects" means a condition that significantly affects the value, desirability, habitability, or safety of the dwelling. Style or aesthetics shall not be considered in determining whether a specific system, structure, or component is defective. This definition specifically excludes conditions that may be remedied with routine maintenance, miscellaneous minor repairs, and normal operating maintenance, and excludes conditions that generally do not present material defects of the dwelling.
4. Inspector is a home inspection generalist and is not acting as an expert in any specific craft or trade. The inspector may make recommendations for further evaluation by an individual who is an expert or specialist in one or more specific dwelling components or systems.
5. The inspection is not technically exhaustive. The cost of obtaining information or the time required to conduct a technically exhaustive inspection and prepare the inspection report could outweigh the usefulness of the information and could be detrimental to the orderly and timely completion of Client's transaction.
6. No inspection can wholly eliminate the uncertainty regarding the presence of material defects and the performance of the dwelling's systems. Preparation of an inspection report in accordance with this contract is intended to reduce, but not eliminate, the uncertainty regarding the potential for component or system failure and to reduce the potential that such component or system may not be initially observed. Client recognizes the inherent subjective nature of the inspector's opinions offered in the inspection report and that such opinions generally are formed without detailed knowledge from those specifically familiar with the component's or system's performance.
7. The inspection report will contain a representative indication of the dwelling's condition at the time of the inspection and is dependent on the information available to the Inspector at that time.
8. It is Client's duty and obligation to exercise reasonable care to protect himself or herself regarding the condition of the dwelling, including those facts that are known to or within the diligent attention and observation of Client.

LIMITATIONS, EXCEPTIONS AND EXCLUSIONS: Excluded from this inspection is any system, structure or component of the dwelling that is inaccessible, concealed from view, or cannot be inspected due to circumstances beyond the control of the Inspector, or which Client has agreed is not to be inspected. Unless specifically agreed upon otherwise between the Inspector and Client, the following are excluded from the inspection:

- A. Building code or zoning ordinance violations.
- B. Geological stability, soils conditions, structural stability, or engineering analysis.
- C. All wood-destroying organisms.
- D. Interior partition walls; tenant improvements and non-dwelling equipment.
- E. Americans With Disabilities Act inspections.
- F. Water testing for roof, wall or window leaks. Concealed roofing membrane integrity.
- G. Concealed floor cracks and all underground components.
- H. Product recalls or other such notices.
- I. Specific components noted in the inspection report as being beyond the scope of the inspection.
- J. Thermostatic, motion and time clock controls; low voltage electrical systems; or other non-primary electrical power devices, components or systems.
- K. Permits or public records research.
- L. Fire and life safety systems.
- M. Elevators or lifts.
- N. Dwelling security and security systems.
- O. Installation guidelines and manufacturer's specifications.



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LIMITATIONS, EXCEPTIONS AND EXCLUSIONS: (Continued)

- P. Examination of conditions related to animals, rodents, insects, wood-destroying insects, organisms, mold, and mildew or the damage caused thereby.
- Q. Personal property and other systems, structures, and components of the dwelling that are not permanently installed.
- R. Removing equipment or component covers, panels or plates.
- S. Common areas or the systems, structures, or components thereof.
- T. Sewage disposal systems or components, including septic tanks and/or any underground system or portion thereof, or ejector pumps for rain or waste.
- U. Certain factors relating to any systems, structures, or components of the dwelling, including, but not limited to: adequacy; efficiency; durability or remaining useful life; costs to repair, replace or operate; fair market value; marketability; quality; or advisability of purchase or sale.

Services for inspecting or evaluating the excluded items listed above may be available from Inspector for an additional fee or from specialists qualified to inspect or evaluate a particular category or item.

ENVIRONMENTAL CONCERNS: Client acknowledges that what is being contracted for is a home inspection and not an environmental evaluation and the inspection is not intended to detect, identify or disclose any environmental conditions or concerns regarding this dwelling or property, or the health threat posed by or the permissible exposure limits to any of the following, including, but not limited to, the presence of molds, mildew, fungi, lead, asbestos, radon, urea-formaldehyde, PCBs, or other toxic materials or substances in the water, air, soil or building materials.

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, except as expressly set forth in this Contract. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any

GENERAL PROVISIONS:

This inspection contract, the inspection, and the inspection 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 the 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 legal action or proceeding exceed two years from the date of the subject inspection. **THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.**

In the event Client discovers a material defect or other deficiency in a component, system or equipment of the dwelling that was not identified and reported by Inspector, Client shall so notify Inspector in writing and allow Inspector and/or Inspector' designated representative to re-inspect and document the condition(s) of the material defect or deficiency prior to making any repair, alteration, or replacement to the material defect or deficiency.

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

This contract shall be binding upon and inure to the benefit of only the undersigned parties and their heirs, successors, assigns, and duly authorized inspection report recipients, as expressly set forth in this Contract.

This contract 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 contract.

Each party signing this contract warrants and represents that he/she has the full capacity and authority to execute this contract on behalf of the named party whether it is a corporation, partnership or other entity. If this contract is executed on behalf of Client by a third party, the person executing this contract expressly represents to Inspector that he/she has the full and complete authority to execute this contract on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this contract.

other person, except as expressly set forth in this Contract. 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.

NOTICE TO THIRD PARTIES: In the event Client provides the original inspection report, or copies thereof, to other persons, Client shall affix to the front of each inspection report a red, original "Notice To Third Parties". Client shall also promptly mail to Inspector the "Acknowledgment of Delivery" form from the bottom of the "Notice to Third Parties" for each inspection report provided to such other persons. Inspector will provide Client with _____ red, original "Notice To Third Parties" forms at the time the original inspection report is delivered to Client or Client's representative. CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD INSPECTOR HARMLESS FROM ANY THIRD PARTY CLAIMS ARISING OUT OF CLIENT'S FAILURE TO COMPLY WITH THIS MATERIAL CONTRACTUAL TERM.

ARBITRATION OF DISPUTES: Any dispute or claim between the parties hereto concerning the interpretation of this Agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved by neutral, BINDING ARBITRATION conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure, except that the parties shall select an arbitrator who is familiar with the home inspection industry. The parties understand that they are waiving their rights to a court or jury trial. The parties shall be entitled to all discovery rights and legal motions as provided in the California Code of Civil Procedure and the arbitrator shall apply the substantive and procedural 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. Client's agreement to this arbitration provision is voluntary.



ADDITIONAL SERVICES:

[Dotted line box for additional services]

ADDITIONAL EXCLUSIONS:

[Dotted line box for additional exclusions]

Report #: _____

Client: _____

Inspection Address: _____

City, State, Zip: _____

Phone: _____

| | |
|--------------------|-------|
| INSPECTION FEE: \$ | _____ |
| _____ FEE: \$ | _____ |
| TOTAL FEE: \$ | _____ |

Client acknowledges that they have read and understood all the terms, conditions and limitations of this contract and voluntarily agrees to be bound thereby and agrees to pay the fee listed above.

Client: _____ Date: _____

Client: _____ Date: _____

Client Current Address: _____

Inspector: _____ Date: _____



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ADDENDUM TO SCOPE OF INSPECTION

The Scope of Inspection Is Hereby Amended To Include ONLY The Following Home Inspection Items

Pool(s) & Spa(s): The Inspector will visually inspect and provide a written report on the present condition of all accessible equipment. The inspector will operate and test user controls and equipment. Chemical testing of water quality is not included in this service.

Additional charge \$ _____

Radon Monitor: The Inspector will place in an appropriate area, retrieve, and deliver to a professional testing laboratory an appropriate continuous monitoring device or... or a one-time use canister. The Client will receive a written report directly from the testing laboratory.

Additional charge \$ _____

Termite & Pest: The Inspector will visually inspect and report on all accessible areas where evidence of active or inactive termite, pest, or wood boring insects is apparent. This service will comply with appropriate local termite & pest inspection standards.

Additional charge \$ _____

Well & Septic: The Inspector will visually inspect, operate, and report on all user controls and equipment and adjacent soil surfaces. The Inspector will sample well water and septic effluent for delivery to a professional testing laboratory. The Client will receive a written report directly from the testing laboratory.

Additional charge \$ _____

Roof Life Expectancy: The Inspector will visually examine all accessible portions of the roof and provide a written report on the present condition and future life expectancy of the roof surface, flashings, and roof penetrations. This service does not include leak detection. The Inspector's report will not contain a warranty as to leaks.

Additional charge \$ _____

Potable Water: The Inspector will sample(s) water available in the home intended for domestic use and deliver this sample(s) to a professional testing laboratory. The Client will receive a written report directly from the testing laboratory.

Additional charge \$ _____

Other:

Additional charge \$ _____

TOTAL OF ALL CHARGES: \$ _____

The services above are provided only if the client has initialed the appropriate line and all additional fees have been paid. Professional testing laboratory charges are in addition to and are not included in the above charges.

No portion, other than the Scope of Inspection, of the Standard Home Inspection Contract is affected by this Addendum.

Client: _____ Date: _____

Client: _____ Date: _____

Inspector: _____ Date: _____

