

FAX TO: 760-203-1579

STANDARD INSPECTION AGREEMENT
Between
The San Diego Real Estate Inspection Company
And

Client Name(s):		Phone:	
Current Address:		e-mail:	
City, ST, Zip		Inspector:	
For the property at:		Notes:	
Inspection Date:			

THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ IT.

I/We (Client) hereby request a limited visual inspection of the structure at noted address to be conducted by The San Diego Real Estate Inspection Company, (Company), for my/our sole use and benefit for the agreed upon fee of \$____(see confirmation e-mail). I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are bound by all the terms of this contract. I/We further warrant that I/We will read the entire inspection report when I receive it and promptly call the inspector with any questions I/We may have.

SCOPE OF THE INSPECTION: The real estate inspection to be performed for Client is a non-invasive physical examination, performed for the fee set forth on the attached invoice, designed to identify material defects in the systems, structures, and components of the above-referenced primary building and its associated primary parking structure as they exist at the time of the inspection. A material defect is a condition that significantly affects the value, desirability, habitability or safety of the building. Style or aesthetics shall not be considered in determining whether a specific system, structure, or component is defective. The inspection shall be limited to those specific systems, structures, and components that are present and VISUALLY ACCESSIBLE. Components and systems shall be operated with normal user controls only and as conditions permit.

The inspection will be performed in accordance with the Standards of Practice of CalNACHI, available at our website (www.sdinspections.com) in effect at the time of this inspection. 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 building and identify material defects in those systems, structures, and components observable during the inspection, with the limitations defined below.

THIS INSPECTION IS A NON-DESTRUCTIVE, VISUAL INSPECTION. DEFECTS THAT ARE CONCEALED ARE SPECIFICALLY DISCLAIMED. THIS INCLUDES DEFECTS THAT ARE CONCEALED IN THE WALLS, BEHIND WALL COVERINGS SUCH AS TILE, UNDER FLOOR COVERINGS, OR CONCEALED WITH FRESH PAINT. CLIENT UNDERSTANDS THAT INSPECTOR WILL USE ALL TOOLS AT HIS DISPOSAL WITH CLIENT'S BEST INTEREST IN MIND, BUT THAT SOME CONCEALED DEFECTS MAY GO UNDETECTED.

I have read and agree to the Scope of the Inspection: **(Initial Here)** _____ / _____

****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 real estate inspection or the inspection report. ****

LIMITATIONS, EXCEPTIONS AND EXCLUSIONS: Excluded from this real estate inspection is any system, structure, or component of the building which is inaccessible, concealed from view, or cannot be inspected due to circumstances beyond the control of Inspector, or which Client has agreed is not to be inspected. In addition to concealed defects, the following are excluded from the scope of this real estate inspection unless specifically agreed to in writing:

- Determining compliance with each manufacturers' specifications, researching building codes for the year built or modified, ordinances, regulations, covenants, or other restrictions (such as HOA rules), including local interpretations thereof.
- Obtaining or reviewing information from any third-parties including, but not limited to: government agencies (such as permits), component or system manufacturers (including product defects, recalls or similar notices, unless agreed to in writing), square footage, contractors, managers, sellers, occupants, neighbors, consultants, homeowner or similar associations, attorneys, agents or brokers.
- Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying or soils-related examinations.
- Examination of conditions related to animals, rodents, insects, wood-destroying insects, organisms, mold, and mildew or the damage caused thereby. Mold determination is not part of this inspection. If evidence of unidentified stains is noted, a specialist should be consulted to determine type. Mold has been known to cause health risks.
- Certain factors relating to any systems, structures, or components of the building, including, but not limited to: Recalls, adequacy, efficiency, durability or remaining useful life, costs to repair, replace or operate, fair market value, marketability, quality, or advisability of purchase.
- Environmental hazards or conditions, including, but not limited to, toxic, reactive, combustible, corrosive contaminants, wildfire, geologic or flood.
- Dismantling of any system, structure, or component, or perform any intrusive or destructive examination, test or analysis. Home Inspector is limited to evaluating components from standard service or access covers.
- Examining or evaluating fire-resistive qualities of any system, structure or component of the building.
- Systems, structures, or components of the building, which are not permanently installed (such as refrigerators, window AC, etc).

- Systems, structures, or components that are not part of the main house, unless specifically identified in the written inspection report.
- Common areas, or systems, structures, or components thereof, including, but not limited to, those of a common interest (HOA).
- Examining or evaluating the acoustical or other nuisance characteristics of any system, structure, or component of a building, complex, adjoining properties, or neighborhood.
- Operating or evaluating low voltage electrical, antennas, security systems, cable or satellite television, telephone, remote controls, radio controls, timers, intercoms, computers, computer networks, photo-electric, motion sensing, or other such similar non-primary electrical power devices, components, or systems.
- Evaluation of any pool, spa, barn, fence, irrigation system, or structures other than the main building unless agreed to in writing.
- Examining or operating any sewage disposal system or component including, but not limited to: septic tanks and/or any underground system or portion thereof, or ejector pumps for rain or waste.
- Environmental evaluation and inspection. The building inspection is not intended to determine the presence of lead, radon, mold, PCB's, mildew, urea-formaldehyde, asbestos, sulfur, contaminated drywall, Chinese drywall, or other toxins in the building, ground, water or air.

Services for inspecting or evaluating the excluded items listed above may be available from Company for an additional fee or from 3rd party specialists qualified to inspect or evaluate a particular category or item.

Inspector is a home inspection generalist and is not acting as an expert in any craft or trade. The inspection report may contain recommendations for further evaluation by an individual other than Inspector herein who is qualified as an expert or specialist. If Inspector recommends consulting other specialized experts, Client agrees to do so at their own expense.

I have read and agree to the Limitations, Exceptions and Exclusions: (Initial Here) _____ / _____

It is Client's duty and obligation to exercise reasonable care to protect him or herself regarding the condition of the subject property, including those facts which are known to or within the diligent attention and observation of Client. Client agrees to act on the recommendations of the inspector.

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 inspection report to the seller and the real estate agents directly involved in this transaction, but Client and Company 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.**

SEVERABILITY: 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.

ARBITRATION: Any dispute concerning the interpretation of this Agreement or arising from this inspection and report, except one for payment of inspection fee, shall be resolved between the parties by **BINDING ARBITRATION** conducted in accordance with the rules of the American Arbitration Association except that the parties shall select an arbitrator who is familiar with the Home Inspection industry and standards of practice. The parties hereto shall be entitled to all discovery rights and legal motions as provided in the California Code of Civil Procedure. 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.

GENERAL PROVISIONS: This inspection contract, the real estate inspection, and the inspection report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. The real estate inspection and inspection report are not a substitute disclosure for real estate transactions, which may be required by law. 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 after the date of the subject inspection. Time is expressly of the essence herein. **THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.**

In the event Client discovers a material defect or other deficiency that was not identified and reported by Inspector, Client shall immediately notify Inspection Company in writing and allow Company and/or Company's 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 said material defect or deficiency. Client agrees to hold Company harmless if client fails to inform the Inspection Company prior to performing repairs.

The written report to be prepared by Inspector shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the Inspector prior to issuance of the written report. 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.

By signing this agreement you authorize Broadview Home Security to call you, prior to your closing on the home, at the phone number(s) you have provided to discuss a special alarm system offer.

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 Company 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. A 24-hour cancellation notice is requested. Inspections cancelled within 24 hours will be charge a \$150 cancellation fee. Inspections terminated onsite due to absence of utility service will be billed the entire inspection fee.

PAYMENT IN FULL IS DUE AT THE TIME OF INSPECTION.

Inspection Fee: Please see confirmation e-mail for total price.

I have read this entire agreement, and I understand and agree to be bound by the terms of this contract. **THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY EITHER PARTY.** I am aware that this is a limitation of liability and a contract between me and The San Diego Real Estate Inspection Company. In the event of refund of the fees charged, such refund shall be accepted by the undersigned as full and final settlement of all claims and causes of action against Company and/or inspector as agreed herein. Acceptance of this report constitutes acceptance of all contractual terms herein.

Client Signature:		Date:
2nd Client Signature:		Date:
Inspector Signature:		Date: