

**STANDARD INSPECTION AGREEMENT**

**THIS IS INTENDED TO BE A BINDING CONTRACT ~ PLEASE READ CAREFULLY**

<p><b><u>Client:</u> Mr. / Mrs.</b> _____</p> <p><b><u>Subject Property Address:</u></b> _____, CA. _____</p> <p><b><u>Single Family Residence ~ Approximate Size:</u></b> _____ ± square feet ~ <b><u>Approximate Year Built:</u></b> _____ ±</p> <p><b><u>Inspection Day:</u></b> _____ ~ <b><u>Date:</u></b> ____ / ____ / 2006 ~ <b><u>Time:</u></b> _____</p> <p><b><u>E-Mail Address:</u></b> _____</p>
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The parties to this contract are the individual (s) or entity for which this inspection and report is prepared and **Rick Seifert** hereinafter referred to as "**Inspector.**" All parties agree to all the terms, conditions and limitations of this contract and voluntarily agree to be bound thereby.

**Scope of the Inspection:** The inspection to be performed for the **Client(s)** 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 above-referenced primary building and its associated primary parking structure as they exist at the time of the inspection. The purpose of this report is to furnish an accurate description of the building inspection performed at the above-referenced address. The inspection is performed, and the report created, within the guidelines set forth in the NAHI Standards of Practice and as defined by California Business and Professions Code 7195 which states; (a) "Home inspection" is a noninvasive, physical examination, performed for a fee in connection with a transfer, as defined in subdivision (e), of real property, of the mechanical, electrical, or plumbing systems or the structural and essential components of a residential dwelling of one to four units designed to identify material defects in those systems, structures and components. A "home inspection" also includes any consultation regarding the property that is represented to be a home inspection or any confusingly similar term. (b) A "material defect" is 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 system, structure, or component is defective. (c) A "home inspection report" is a written report prepared for a fee and issued after a home inspection. The report clearly describes and identifies the inspected systems, structures, or components of the dwelling, any material defects identified, and any recommendations regarding the conditions observed or recommendations for evaluation by appropriate persons. (d) A "home inspector" is any individual who performs a home inspection. (e) "Transfer" is a transfer by sale, exchange, installment land sale contract, as defined in Section 2985 of the Civil Code, lease with an option to purchase, any other option to purchase, or ground lease coupled with improvements, of real property or residential stock cooperative, improved with or consisting of not less than one nor more than four dwelling units. This is a visual inspection only and covers those items, which are open, accessible and visible, and does not involve the dismantling or destructive testing of an object or portions of the structure or premises. The individual(s) or entity for whom this report is prepared for is hereby advised and urged to obtain further inspection of any and all visible conditions noted by the **Inspector.**

I have read and understand and agree to all the terms and conditions of this page (page 1 of 5).      **Initials** (   )

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The observations, professional opinions and recommendations are based on a visual inspection of the home and its major components and are offered for your consideration as representative of site conditions at the time of inspection. The services performed by this **Inspector** at the subject site were conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the home inspection profession currently practicing in the same locality under similar conditions. Nothing in this report, and any opinion or statement by the **Inspector**, should be construed as advice to the individual(s) or entity for whom this report is prepared to purchase or not to purchase, the real property that is the subject of this contract.

I / We hereby acknowledge that I / We have received a copy of the NAHI Standards of Practice.    **Initials** (                      )

**General Exclusions:** This report does not cover the inspection of geological conditions, soil compaction, alluvium, grading, fill footings, slab thickness, exterior drainage, household pests or wood destroying organisms, microbial contamination, dry rot, portable appliances, determination of the integrity of window / door seals, determination and inspection of wells and / or septic systems or any inaccessible plumbing components or systems, intercoms, central vacuum systems, alarm systems or the fireboxes of gas fired heat producing appliances. This report does not rely upon statements made by the seller or real estate agents and any statements made by such individuals have not been verified. No assurance is given that subject home, structure, premises, or systems are built or maintained in accordance with local building codes or with proper permits. The **Inspector** does not obtain building permits or certificates of occupancy for past construction. It is the responsibility of the individual(s) or entity named above to determine whether structures or site improvement construction has been permitted. The local office of the Department of Building and Safety should be consulted on building permits and code related issues. All safety and code interpretations are based upon the latest accepted editions of the International Building Code, Uniform Building Code, National Electrical Code, Uniform Mechanical and Plumbing Codes. No warranties, representations, guarantees, expressed or implied, are intended or given on the operability or condition of those items. This inspection is not a compliance inspection for past or present governmental codes or regulations of any kind. The **Inspector** cannot estimate an item's or system's life expectancy. Life expectancy or performance of an item or a system can be speculative and vary widely. As concerns the roof, windows and doors on the subject premises the **Inspector**, in executing this report, does not warrant as to whether such these components presently leaks, or will in the future be subject to leaking conditions. The **Inspector** does not operate water shut off valves to plumbing fixtures or gas valves to gas fired appliances nor operate or test lawn sprinkler systems, electronics timers, solar heating systems, radio control devices or electric gates. Major deficiencies and defects, which are latent or concealed, are excluded from this inspection. This report does not inspect trees, plants, shrubs or any other type of foliage. The **Inspector** is not responsible for determining the location of property lines and boundary lines. Fences, hedges, walls, and other natural or constructed barriers do not necessarily identify true property boundaries. Property lines can only be determined by a licensed professional surveyor.

**Environmental Exclusions:** Many materials commonly used in the building construction trade may contain potentially hazardous substances such as, but not limited to, asbestos, lead paint and formaldehyde. The **Inspector** does not identify any hazardous substances since laboratory testing would be required to detect their presence.

**Mold Disclosure:** The **Client** is advised that the presence of certain kinds of molds, fungi, spores, airborne bacteria and other organisms may adversely affect the subject property and the health of individuals. Toxic mold is often the result of moisture invasion or water leakage inside the home. Home inspector(s) are not qualified to assess the presence of, or risks associated with mold. The **Inspector** has not made any representation, express or implied, as to the existence or non-existence of mold, fungi, spores, or airborne bacteria in or around the subject property.

I have read and understand and agree to all the terms and conditions of this page (page 2 of 5).    **Initials** (                      )

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**Mold Disclosure:** Accordingly, the **Client** is advised to hire a qualified professional to inspect the property for the presence and cause of mold, as well as possible remedies. This inspection should be performed during **Client's** inspection contingency period. For further information, **Client** should contact the Environmental Protection Agency at [www.epa.gov/laq](http://www.epa.gov/laq) and/or the Center for Disease Control and Prevention at [www.cdc.gov](http://www.cdc.gov). **Seller** has been advised that **Seller's** knowledge of any mold or other organism known to **Seller** must be disclosed in writing to the **Client**. Normally this disclosure would be made in the **Seller's** Transfer Disclosure Statement. In addition, the **Seller** should disclose any knowledge of any water or moisture invasion to the home, both present and past.

**General Limitations:** If further inspection of any condition is recommended in the report, the **Client(s)** is advised that the **Inspector** does not recommend one such professional over another. If the **Inspector** reports items in need of repair, or not performing its intended function, or shows past damage and you intend to purchase the property anyway, you should first have the item re-inspected by a professional in that field. The **Inspector** will not make any such repairs nor make a referral for such professionals. The **Inspector** does not have any agreements with nor accepts any monetary award from any entity involved in this transaction other than the **Client(s)**. This inspection report is not a listing of repairs to be made and is not intended for use as a guide in re-negotiating the sales price of the property, nor should it be construed as an opinion of the value of the property. The **Seller** may elect or be required to repair items reflected in this report. That determination should be made by all of the parties involved in this transaction. Realizing that all properties experience some degree of wear and tear, cosmetic considerations are not within the scope of this report.

Due to the visual nature of this inspection, all damages or defects, if any, may not have been discovered. Due to the unforeseeable nature of future events, this report does not warrant any damages, structural, geological or otherwise, from occurring due to seismic, geological, wind, or other events. Even the most comprehensive inspection cannot be expected to reveal every condition you may consider significant. Furthermore, owning any improved real property involves some risk and while the inspection and report can provide an excellent overview of the property, the **Inspector** cannot inspect what cannot be seen. The **Inspector** is not required to remove personal property, debris, furniture, and carpeting or like material, which may obstruct access or limit visibility.

The inspection and inspection report do not, in any way, constitute a/an; (1) guarantee, (2) warranty of merchantability or fitness for a particular purpose, (3) expressed or implied warranty, or (4) insurance policy. Additionally, neither the inspection nor the inspection report is a substitute for the disclosure required by Civil Code Section 1102 (et. seq.) nor a substitute for the real estate Transfer Disclosure Statement (TDS-11). The **Inspector** recommends that you obtain a written disclosure regarding any conditions that may not be apparent and only previous knowledge could disclose.

Real estate brokers, agents, owners, and buyers other than the individual(s) or entity who contracted for and paid for these services are hereby notified that any use of this report for any purpose related to the sale, lease or purchase of this real property is not permitted unless the express written approval of the **Inspector** is given, as well as the express approval of the original individual(s) or entity set forth above.

**Inspection Report Agreement:** I / We understand and agree to the following; Real estate brokers, agents, owners, and buyers other than the individual(s) or entity who contracted for and paid for these services are hereby notified that any use of this report for any purpose related to the sale, lease or purchase of this real property is not permitted unless the express written approval of the **Inspector** is given, as well as the express approval of the original individual(s) or entity set forth above. Along with the **Client's** copy, a copy of the report will be created and given to the **Real Estate agents** involved in this transaction.

I have read and understand and agree to all the terms and conditions of this page (page 3 of 5).

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**HOA Notice:** Communal areas and systems are the responsibility of the homeowner's association. Inspection of these areas is not considered to be part of this inspection. The **Inspector** will not be responsible for the inspection or evaluation of any communal components, systems or areas. The **Client(s)** strongly advised to carefully review the homeowner's association "pro forma operating budget" which should include a "reserve study" as required by California Civil Code Section 1365. The operating budget should also include a statement of present funds and a funding strategy to cover major repair/replacement costs. Approved or anticipated special assessments should also be addressed.

**DISPUTES:** The **Client** agrees to notify the **Inspector**, in writing within 10 calendar days of discovery, any disputed findings regarding the inspection or inspection report. The **Client** agrees to allow the **Inspector** the opportunity to perform a site review of the disputed findings prior to the implementation of **any** repair of destructive investigation. The **Client** agrees to provide all documentation supporting the disputed findings to the **Inspector** with the original written dispute.

**MEDIATION OF DISPUTES:** MEDIATION: PARTIES TO THIS AGREEMENT AGREE TO MEDIATE ANY DISPUTE OR CLAIM ARISING BETWEEN THEM OUT OF THIS CONTRACT AND/OR THE INSPECTION REPORT BEFORE RESORTING TO ARBITRATION. Any disputes originated by the **Client(s)** regarding the findings in the inspection report must be made in writing to the **Inspector** within 10 days of discovery. In case of any dispute or claim, the **Inspector** shall be given the opportunity to inspect the item(s) in question before any corrective work is done and prior to mediation. IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM ARISING OUT OF THIS CONTRACT OF THE REPORT WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES OR COSTS, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION.

**ARBITRATION OF DISPUTES:** Any dispute, controversy, interpretation or claim including claims, for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to this contract or arising out of, from ore related to the inspection of the inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the arbitrator agreed to hereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. If any portion of this agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties.

**SEVERABILITY:** Should any provision of this contract be held by a mediator or 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 courts' holding. This agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. This agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever.

I have read and understand and agree to all the terms and conditions of this page (page 4 of 5).

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**CONFIDENTIAL REPORT:** The inspection report, prepared for **Client(s)**, identified herein is solely and exclusively for **Client's** own information and may not be relied upon by any other person. **Client(s)** agrees to maintain the confidentiality of the inspection report. **Client(s)** may distribute copies of the inspection report to the **Seller** and the **Real Estate Agents** directly involved in this transaction, but **Client(s)** 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(s)** agrees to indemnify, defend and hold **Inspector** harmless from any third party claims arising out of any unauthorized distribution of the inspection report.

**By signing below, the Client(s) acknowledge that they have thoroughly read and understood all the terms, conditions and limitations of this contract and voluntarily agree to be bound thereby and agree to pay the fee listed below.**

<p><b>Total Fee Due at the Time of the Inspection: \$ _____</b></p> <p><i>The price of the inspection and report is for a one-time site visit.</i></p> <p>Cash / Check # _____</p> <p><b>Please make checks payable to: Rick Seifert</b></p> <p>Returned checks are subject to a \$ 25.00 returned check fee</p> <p>I / We understand and agree to all the payment terms listed above ~ <b>Initials</b> ( _____ )</p>
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**Client Signature** ~ \_\_\_\_\_ ~ **Date:** \_\_\_\_\_

**Inspector Signature** ~ \_\_\_\_\_ ~ **Date:** \_\_\_\_\_