



## INSPECTION AGREEMENT

The address of the property is: 123 ABC Street

This is intended to be a legally binding contract.

Fee for the home/building inspection is \$ (TBD). The amount shall be paid in full prior to the completion the Services. Should you fail to timely pay the agreed upon fee(s), you shall be responsible for paying any and all fees associated with collection, including but not limited to administration costs, attorney's fees, and cost of litigation. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

THIS AGREEMENT made on (Date) by and between Insight Property Inspections of San Diego (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

**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 the Inspector.

**SCOPE OF THE INSPECTION.** The inspection is a limited visual non-evasive examination of certain readily accessible systems and components (designed for inspection herein) using normal operating controls and opening readily accessible panels. The purpose of the inspection is to provide you with information about the condition of certain items and components of the home at the time of the inspection and to provide the CLIENT with a written inspection report via email or print document identifying the defects that INSPECTOR both observed and deemed material. The home inspection will Not reveal every concern that exists or ever could exist. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure. The inspector is a generalist and not a licensed engineer or expert in any specific craft or trade. If the inspector recommends further action, including (but not limited to) consulting with a specialized expert(s), you must do so at your own expense or otherwise assume all risks associated with failure to do so. The inspector recommends client hire licensed contractors to evaluate the repairs before the end of the contingency period. Some repair items may lead to additional repairs not discovered by the inspector.

Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.sdinsightinspections.com>. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.

I have read and agree to the Scope of the Inspection: (Initial Here) \_\_\_\_\_ / \_\_\_\_\_.

The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

**EXCLUSIONS:** A system or component is not readily accessible if inspection requires moving personal property, dismantling, destructive measures, or any action that will, in the opinion of the inspector, likely cause risk to persons or property. Anything Not readily observable because it is concealed or inaccessible due to obstructions including (but not limited to) floor coverings, suspended ceiling tiles, insulation, furniture or other personal property, soil. Vegetation, water, ice or snow cannot be inspected. We are not required to move or disturb such items in order to diminish or eliminate the obstruction. We are not required to report on or engage in any practice or act that is not included or that is specifically excluded in the Inspection guidelines unless otherwise agreed to in writing signed by the parties. We are not required to inspect anything identified in the Inspection guidelines as limitations or exclusions specific to the system or component, the causes of any condition or deficiency, methods and costs of corrections, suitability of the property for a specialized use, market value or marketability, advisability of purchase of the property, the presence of pests such as wood damaging organisms (including termites), rodents or insect, rot/decay, fungus, including mold and mildew, decorative items, underground items, breached vacuum seals in insulated glass, or items not permanently installed. We are not required to do the following: predict future conditions including (but not limited to) failure of components, operate any system or component that is shut down or otherwise inoperable, light pilot lights, determine the presence of hazardous substances, enter hazardous areas, or perform engineering, architectural, plumbing, or any other job function requiring an occupational license or certification in your jurisdiction (unless the inspector holds a valid license and the parties agree in writing signed by the parties on the additional service(s) for an additional fee). We are not required to inspect fences, soil conditions, saunas, steam baths, pools/spas (and related equipment) (unless hired too, outbuildings (other than garage or carport), sprinkler systems, private and community waste disposal systems, septic systems, telephones, cable television, intercoms, security systems, low voltage lighting systems, any timing systems, well systems, window-unit air conditioning systems, furnace heat exchangers, and heating or cooling systems when weather conditions or other circumstances may cause equipment damage, any chemical testing, radon gas test, water analysis, lead, "Chinese" drywall, or invasive testing of EIFS, Exterior Insulation& Finishing Systems (also known as artificial or synthetic stucco) to determine the existence of moisture and damage related thereto. We are not required to inspect cosmetic items such as paint, wallpaper, carpet, or other finishes on walls, ceilings or floors, and any type of window treatment (such as blinds or draperies). We are not required to determine non-compliance with manufacturer's specifications or applicable regulatory requirements, including (but

not limited to) building code compliance. The inspector may comment about an item outside the scope of the inspection agreement or Nachi standards of practice. However, this does not assume other items will be commented on or inspected outside the scope of the inspection agreement. Water/moisture, leaks, seepage and drainage problems are often only visible during or after a certain amount of rain. It is thus impossible to observe water/moisture leaks, seepage and drainage problems unless the inspections is conducted during or immediately after a rain sufficient to reveal such problems. I have read and agree to the exceptions and exclusions: (Initial Here) \_\_\_\_\_/\_\_\_\_\_

It is beyond the scope of this inspection to determine if any system or component is, has been, or will be part of any product, component or system recall in the future. Client may wish to subscribe or contact the CPSC (Consumer Product Safety Commission) for recall information regarding any system or component.

**MOLD EXCLUSION:** Insight Property Inspection Services of San Diego is not responsible for discovering or reporting on the presence or absence of mold or mildew. Furthermore, Insight Property Inspection Services is not responsible for any damages that arises from or related to mold or mildew, even if the mold or mildew is a direct consequence of a condition upon which Insight Property Inspection Services is required to report as set forth in this agreement. We believe that discovery and testing of mold should be left to true experts in this field. If you are concerned in anyway about mold, air quality or moisture issues, please have a mold specialist evaluate the home before the end of your contingency period.

**DISPUTE RESOLUTION AND REMEDY LIMITATION:** You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission of Insight Property Inspection in connection with the Services shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law.

**ARBITRATION:** Client agrees and understands that client will attempt to resolve any dispute informally. Should such an attempt fail, client then agrees any dispute, controversy, interpretation or claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation arising out of, from or related to, this inspection report shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof. Notice: You and we would have a right or opportunity to litigate disputes through a court and have a judge or jury decide the disputes but have agreed instead to resolve disputes through mediation and binding arbitration.

**LIMIT OF LIABILITY:** INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. Due to the nature of the Services we are providing, it is difficult to foresee or determine (at the time this Agreement is formed) potential damages in the event of negligence or breach of this Agreement by us. Thus, if we fail to perform the Services as provided herein or are careless or negligent in the performance of the Services and/or preparing the Report, our liability for any and all claims related thereto is limited to the lesser of the cost to repair adjusted for the remaining life of the system or component or the fee paid for the Services, and you release us from any and all additional liability. There will be no recovery for consequential damages. You understand that the performance of the Services without this limitation of liability would be more technically exhaustive, likely require specialist(s) and would cost substantially more than the fee paid for this limited visual inspection.

**CONFIDENTIALITY:** You understand that the services are being performed (and the Report is being prepared) for your sole, confidential and exclusive benefit and use. The Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the real estate agent (s) involved in the real estate transaction ("third party"). If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, except where required by law, you agree to indemnify, defend, and hold us harmless for any claims or action based on the Services or the Report brought by the third party. By initialing here \_\_\_\_\_/\_\_\_\_\_, you authorize us to distribute copies of the Report to the real estate agents or attorneys directly involved in this transaction, who are not intended beneficiaries of the Report.

**SEVERABILITY and ENTIRE AGREEMENT:** The parties agree that should an Arbitrator or any Court determine that any provision(s) in this Agreement is void, voidable, or unenforceable, the remaining portions shall remain in full force and effect. This Agreement (in its entirety), and any attached, executed Addenda, contains the entire agreement between the parties, and there are no other representations warranties, or commitments, except as are specifically set forth herein. This Agreement supersedes any and all representations or discussions, whether oral or written, if any, among the parties relating to the subject matter of this Agreement. This Agreement may be modified, altered or amended only if agreed to in writing and signed by the PARTIES. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against the INSPECTOR after one year from the date of the inspection.

The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

**THERMAL IMAGING:** Insight Property Inspection Services of San Diego uses thermal image technology to find possible water leaks. Using thermal imaging can find leaks that others will not who do not use this technology. However, the Thermal Image examination of the home is Not exhaustive and does not represent a leak test. A Thermal Imagine camera is not a leak detection device but rather a camera that displays differences in temperature. Insight Home Inspections does not in any way claim that hidden leaks will be found. A Thermal Image camera cannot detect water damage and cannot detect thermal differences in concealed areas or behind any personal property. If you are concerned in anyway about mold, air quality or moisture issues, please have a mold specialist evaluate the home before the end of your contingency period. The Inspector is performing the inspection in accordance to the current Standards of Practice of the National Association of Home Inspectors posted at <http://www.nachi.org/sop.htm>. \_\_\_\_\_/\_\_\_\_\_. I have read and understand the above referenced paragraph.

**GAS LEAK TESTING:** Insight Property Inspection Services of San Diego may use a gas leak detector during the inspection at the appliances and water heater gas fittings. Inaccessible areas are not tested. The test is not exhaustive and not a pressure test of the entire system. We are not a gas leak detection company. We do not test beyond the appliance areas. We do not inspect underground or hidden gas pipes. We do not bring the testing equipment in dirty areas that might harm the equipment like a crawlspace. This is a limited gas leak test.

Client agrees and understands that client should follow every Inspector recommendation for service or a second opinion by a specialist. For any specific recommendation that is not followed client assumes all risks associated with the failure to do so and client shall hold Insight Property Inspections harmless for any subsequently alleged defects or deficiencies related to the recommendation not followed.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

---

Client/Date:

---

Inspector/Date:

---

2nd Client/ Date: