



## POOL/SPA INSPECTION AGREEMENT

This is a legally binding contract, please read it carefully.

Address: \_\_\_\_\_

Date: \_\_\_\_\_ Report #: \_\_\_\_\_

**SCOPE OF THE INSPECTION:** The pool/spa inspection is to be performed (according to ASHI Standards of Practice) for the Client identified in this contract is a non-invasive visual inspection, 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 or spa system. 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 Standards of Practice. Pool & Spa inspection is NOT a code inspection. Inspector shall prepare a written inspection report for the sole use and benefit of Client identified in this contract. The 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. Client agrees to read the entire inspection report when it is received and shall promptly contact the Inspector with any questions or concerns client may have regarding the pool/spa inspection or the inspection report.

**LIMITATIONS, EXCEPTIONS AND EXCLUSIONS:** Excluded from this pool/spa inspection is any system, structure, or component of the pool/spa 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. The following are excluded from the scope of this pool/spa inspection unless specifically agreed otherwise between Inspector and Client:

1. Determining compliance with installation guidelines, manufacturers' specifications, building codes, all ordinances, regulations, covenants, zoning or other restrictions, including local interpretations thereof.
2. 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), contractors, managers, sellers, occupants, neighbors, consultants, homeowner or similar associations, attorneys, real estate agents or brokers.
3. Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying or soils-related examinations.
4. Certain factors relating to any systems, structures, or components of the pool/spa, including, but not limited to adequacy, efficiency, durability or remaining useful life, costs to repair, replace, or operate, fair market value, or advisability of purchase.
5. Environmental hazards or conditions, including, but not limited to, toxic, reactive, combustible, chemicals, corrosive contaminants, wildfire, geologic or flood.
6. Dismantling of any system, structure, or component, or perform any intrusive or destructive examination, testing or analysis.
7. Systems or components of the pool and or spa that are not permanently installed.
8. Systems, structures, or components not specifically identified in the written inspection report.

9. Operating systems or components that have been disconnected, shut down or in the opinion of the inspector could result in damage to the pool/spa's components or systems.
10. Inspecting any below grade components or underground systems or portion thereof or pressure testing of any piping.
11. Come into contact with pool/spa water to examine the system, structure, or components.
12. Examine accessories, such as, but not limited to: fountains, waterfalls, diving or jump boards, ladders, slides, steps or any other recreational components including pool equipment enclosures. (pool houses/sheds)
13. Operating or evaluating, security systems, alarms, remote controls, radio controls, computer controls, low voltage electrical systems, antennas, electronic controls, key-operated switches, timers, photo-electric, motion sensing, or other such similar non-primary electric devices, components or systems.
14. Operating or evaluating, pool / spa covers, back-flushing systems, automatic water re-fills, anti vortex drains, valves, air switches, jets, pool cleaners, aerators, skimmers, chemical injection systems, water chemistry or other conditioning devices, and related components.
15. Evaluate thermostat(s) or their calibration, heating elements and solar systems.
16. Evaluating child access barrier adequacy of pool enclosures, regulatory compliance and entrapment.

CLIENT INITIALS ( \_\_\_\_\_ / \_\_\_\_\_ )

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

It is Client's duty and obligation to exercise reasonable care to protect themselves regarding the condition of the pool/spa, including those facts which are known to or within the diligent attention and observation of Client.

**LIQUIDATED DAMAGES:** It is understood and agreed by and between the parties hereto that it would be impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services as called for under this agreement, and in case of any failure to perform such services, negligence, or act or omission causing damage, and a resulting loss, Client's damages herein shall be liquidated and fixed in an amount equal to the consultation fee paid multiplied by one hundred fifty percent (150%) as liquidated damages and not as a penalty, and this remedy shall be exclusive.

**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 this 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.**

**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 courts' holding.

**GENERAL PROVISIONS:** This pool/spa inspection contract, the pool/spa inspection, and the inspection report do not constitute a pool/spa code or other regulation compliance, warranty, guarantee, or insurance policy of any kind whatsoever. The pool/spa inspection and inspection report are not a substitute disclosure for real estate transactions which that 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 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 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.**

In the event Client discovers a material defect or other deficiency that was not identified and reported by Inspector, Client shall so notify Inspector in writing and allow Inspector and/or Inspector'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.

The written report to be prepared by Inspector shall be considered the final and exclusive findings of the Inspector regarding the inspection of the pool/spa. 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.

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 binds Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

**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 below.**

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

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

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

POOL and/or SPA INSPECTION FEE: \_\_\_\_\_ Report #: \_\_\_\_\_