

# INSPECTION AGREEMENT INCLUDING POOL

Between

The Real Estate Inspection Company

And

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

## THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ IT.

I/We (Client) hereby request a limited visual Inspection of the structure and pool at noted address to be conducted by The Real Estate Inspection Company, dba The Real Estate Inspection Co., (Company), for Client's sole use and benefit for the agreed upon fee of \$      No return trips to the property are included. Additional charges will apply for return trips. Client agrees to read the following agreement carefully. Client understands that Client is bound by all the terms of this contract. Client agrees to read the entire report (not just the summary) and act on the recommendations stated in the inspection report to consult with experts prior to the end of the contingency period and call the inspector with any questions at (760) 203-9682.

**SCOPE OF THE INSPECTION:** The General Home Inspection to be performed for Client is a non-invasive physical examination. The inspector shall create a written report describing the observations of the inspector regarding the inspected systems, structures, and components of the building observable during the inspection, with the limitations defined herein, performed in accordance with or exceeding InterNACHI standards of practice. The inspection is 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 on the day of the inspection. A material defect is a condition that SIGNIFICANTLY affects the habitability or safety of the building. Systems not listed in the report are excluded. It should not be assumed that a system excluded entirely from the report is free from defects. The report does not hold older structures to current standards or codes. Structures are evaluated according to the era in which they were built.

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 OBSERVABLE. Components and systems shall be operated with normal user controls only and as conditions permit.

The home inspection report does not assign significance to defects that are identified. Each client's budget and capacity to repair defects is different. Inspector cannot know what defects will be considered significant by each client. Client should therefore consider all defects as significant and obtain quotations for repair prior to the end of the contingency period.

The pool inspection to be performed for Client is a non-invasive physical examination, performed for an additional fee. This inspection is designed to identify material defects in the following systems and components of the swimming pool and/or spa of the subject primary dwelling as they exist at the time of the inspection. The inspection shall be limited to those specific systems and components that are present and visually accessible.

THIS INSPECTION IS A NON-DESTRUCTIVE, VISUAL INSPECTION. CONDITIONS THAT ARE CONCEALED ARE SPECIFICALLY DISCLAIMED. THIS INCLUDES DEFECTS THAT ARE CONCEALED IN THE WALLS, BEHIND WALL COVERINGS SUCH AS TILE, UNDER FLOOR COVERINGS, CONCEALED WITH FRESH PAINT, OR LATENT DEFECTS WHICH HAVE NOT YET MANIFESTED THEMSELVES DUE TO WEATHER CONDITIONS OR CHANGES IN OCCUPANCY. AN EXAMPLE IS A ROOF OR WINDOW LEAK WHICH CANNOT BE DETECTED DUE TO LACK OF RECENT RAIN. CLIENT UNDERSTANDS THAT INSPECTOR WILL USE ALL TOOLS AT HIS DISPOSAL WITH CLIENT'S BEST INTEREST IN MIND, BUT THAT SOME MINOR DEFECTS MAY GO UNDETECTED.

**LIMITS OF INSPECTION:** Client has chosen to obtain the services of a home inspector as a compromise between hiring individual experts to evaluate each component of the subject dwelling at great expense, and a more efficient and less expensive service. The services provided by a home inspector are not as

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exhaustive as those provided by experts in the numerous components and systems of a structure. Client further agrees that due to the limitations of a home inspection as defined by industry standards, an expert in a particular field may identify defects that are not identified by a home inspector. Client agrees that it is unreasonable to hold the home inspector to the same standards as multiple experts who would perform exhaustive testing and some defects will not be found. A home inspection is also NOT intended to find every non-significant defect that falls under normal homeowner maintenance.

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

**LIMITATIONS, EXCEPTIONS AND EXCLUSIONS:** Hiring a home inspector is not a substitute for hiring certain specialists. Excluded from this real estate inspection is any system, structure, or component of the structure which cannot be inspected due to circumstances beyond the control of Inspector (such as no utility service), 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.

The pool/spa inspection is limited to:

- Mechanical systems including pumps, motors, gas-fired heaters, filtration components.
- Observable condition of the plaster, vinyl liner, or coating.
- Exposed piping, functional condition of solar panels, lighting and electrical.
- Exposed decking and coping surrounding the pool/spa.
- Remote control or computerized systems, if any, as operated by normal user controls.
- Barrier fencing, installed door alarms and gates.
- Anti-siphon fill valve.

The home inspection is limited to:

- 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.
- Code compliance, geotechnical, engineering, structural, architectural, geological, hydrological, land surveying, earth movement 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.
- Refrigerators of any kind, washers/dryers, and 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.
- 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.
- Lifting any roof tiles or shingles, or walking on tile roofs, wet roofs, or roofs over 15 feet from the ground.
- Systems, structures, or components of the building, which are not permanently installed (such as refrigerators, washer/dryer, window AC, etc) or part of the main house, unless evaluation is requested by client and 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 (dogs, aircraft, etc.)
- Operating or evaluating low voltage electrical, antennas, security systems, cable or satellite television, telephone, remote controls, radio controls, timers, watering timers, intercoms, computers, computer networks, photo-electric, motion sensing, or other such similar non-primary electrical power devices, components, or systems.

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- Evaluation of any pool, spa, solar hot water, solar electric, barn, fence, irrigation system, guest house, or structures other than the main building unless agreed to in writing and included in the report.
- The effectiveness of any locks on doors or windows, the operation of keys in locks, or reporting on which locks are keyed similarly.
- 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 home inspection does not 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; or conditions, including, but not limited to, toxic, reactive, combustible, corrosive contaminants, wildfire, geologic or flood. Testing for environmental contaminants is not part of a home inspection.

Excluded from the pool/spa inspection is any system, structure, or component of the pool and/or 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. Unless specifically agreed otherwise between the Inspector and Client, the following are excluded from the inspection:

- Pool body and decorative components such as tile, paint, and special coatings.
- All underground piping and electrical, and leak detection of non-visible plumbing.
- Chemical and water treatment systems, including the chemical conditions of the water in the pool/spa.
- Sizing, adequacy and projections of life expectancy or future performance of any equipment, system, structure or component.
- Determining compliance with installation guidelines, regulations, covenants, or other restrictions, including, local interpretations thereof, or the issuance of permits.
- Adequacy of solar panels or the mounting thereof.
- All Diving boards and/or slides.
- Programming computerized control systems.
- Manual operation of valves.
- All other Limitations, Exceptions, Exclusions as set forth in the Standard Inspection Agreement.

**THIRD PARTY SERVICES:** Services for inspecting or evaluating the excluded items listed above may be available from Company or from 3rd party specialists for an additional fee. The inspection report may contain recommendations for further evaluation by qualified 3rd party. Client agrees to hire 3rd parties at Client's own expense.

**THERMAL IMAGING:** Company uses Thermal Imaging to aid the inspector in finding anomalies in the structure. Company makes no claim that Thermal Imaging can predict leaks, identify old, inactive leaks, or that it is a moisture detector. It is a tool that shows the inspector variations in surface temperature which may indicate the presence of moisture. This test is not exhaustive in nature and is not a leak test. Company makes no claims that the use of Thermal Imaging will find all leaks, or those which have not yet caused the surface material to become wet.

I have read and agree to the Scope of the Inspection: (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 read the inspection report and act on the recommendations of the inspector. By failing to act on inspector's recommendations prior to the end of the contingency period, client assumes any and all liability for any damages caused by failing to act.

**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 subsequent buyers of the inspected property. Client may distribute copies of the inspection report to contractors who may be consulted regarding repairs. Report will be provided to the seller and the real estate agents directly involved in this transaction as required by law.

**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 inspection and inspection report are not a substitute disclosure for real estate transactions, which may be required by law.

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**THIRD PARTY SERVICE PROVIDER** Your inspector may have an affiliation with a third party service provider (TPSP) in order to offer you additional value-added services. By entering into this agreement you (a) authorize your inspector to provide your contact information (including mailing address and email) to the TPSP, (b) waive and release any restrictions that may prevent the TPSP from contacting you (including by email), and (c) authorize the TPSP to contact you regarding special offers from which you may opt out.

**TIME IS OF THE ESSENCE:** Client agrees that one year from the date of inspection is sufficient time to discover any latent defects and that they will have experienced all conditions that may affect the components in the house including all weather and usage conditions. Client agrees that they understand all components in the house will eventually require repair or replacement due to unavoidable aging and wear and tear. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company, 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 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. **Client agrees to hold Company harmless if Client fails to inform the Inspection Company prior to performing repairs.** In the event Company reimburses Client for any amount, Client will release Company from any and all further claims or liability.

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. No one relying on the findings of this inspection should consider any verbal statements made during the inspection. Only the written comments in this inspection report should be relied upon regardless of any verbal comments made during the inspection appointment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.

**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.

**FORCE MAJEURE:** Company is not liable for damages as a result of Acts of God (including fire, flood, earthquake, storm, earth movement, hurricane or other natural disaster), war, terrorism, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, gas, internet or telephone service.

**INSPECTION GUARANTEE:** A full home inspection includes a 90 day guarantee. The limit of the guarantee is \$1,000 for items that were discoverable at the time of inspection, but were not included in the report. Please read the full details and limitations of our Inspection Guarantee on our website at [SDinspect.com/home-inspection-guarantee/](http://SDinspect.com/home-inspection-guarantee/)

**CANCELLED ESCROW PROTECTION** A full home inspection includes a reduced inspection fee on second inspections as the result of a cancelled escrow. Company will perform a comparable second inspection at a 50% discount if escrow is cancelled for any reason. Second inspection must be scheduled within 45 days of the original inspection. Discount is for single family residences or condos and does not apply to commercial or multi-unit inspections. Only one discounted inspection per client. See complete details at [SDinspect.com/escrow/](http://SDinspect.com/escrow/)

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 and/or any spouse or business partner. 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. Inspections terminated onsite due to any reason including the absence of utility service will be billed the entire inspection fee.

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**Service**

**Price**

**Amount**

**Sub-Total**

**Total Price \$0.00**

This agreement constitutes the entire 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 and/or any spouse or business partner. 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. Inspections terminated onsite due to any reason including the absence of utility service will be billed the entire inspection fee.

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