

Ace Building Inspectors

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PRE-INSPECTION AGREEMENT

THIS IS INTENDED TO BE LEGALLY BINDING CONTRACT, PLEASE READ IT CAREFULLY

Client's Name: _____ Property Location: _____
Current Address: _____
City: _____ State: _____ Zip Code: _____ Date: _____ Time of Inspection: _____
W. Phone: _____ C. Phone: _____ Weather Condition: _____ Temp: _____
E-Mail: _____

CLIENT (named above) hereby requests a visual inspection of the structure(s) at the above address, to be conducted by the above inspection company, herein to be referred to as the INSPECTOR, for the CLIENTS'S sole use and benefit. CLIENT warrants that they will read the following agreement and the entire inspection report carefully, and will promptly call the inspector with any questions they may have. CLIENT and INSPECTOR understand that they are bound by all terms of this agreement.

SCOPE OF INSPECTION

The property inspection to be performed is a non-invasive physical examination of the visible portions of primary building(s) on the property; and will inform the CLIENT of MAJOR VISIBLE DEFECTS AS THEY EXIST ON THE DATE OF THE INSPECTION. This inspection will be performed in compliance with the American Society of Home Inspectors, Inc. (ASHI®) for home inspection and American Society for Testing and Materials (ASTM) for commercial inspection standards of practice will be observed, a copy of which is available upon request.

This inspection and report is limited to a visual examination of the exposed and readily accessible areas of the building, that includes the following: **Sitework, Structure/Foundation, Exterior, Chimneys, Carport, Garage, Roof, Plumbing Systems, Water Heaters, Electrical Systems, Heating Systems, Cooling Systems, Interior, Stairs, Laundry, Kitchen, Built-in Appliances, Bathrooms, Crawlspace/Attic, Insulation, and Fireplaces.**

It is understood that visual observations of existing apparent conditions are limited at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from the inspection; equipment, items and systems will not be dismantled. CLIENT agrees to assume all the risk for all conditions, which are concealed from the view at the time of the inspection.

The inspection and report are not intended to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance, or condition of any inspected structure, item, or system. Company is not an insurer of any inspected conditions.

OUTSIDE THE SCOPE OF INSPECTION

The inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to **radon gas, lead paint, asbestos, urea formaldehyde, toxic or flammable chemicals, water or airborne hazards, and electromagnetic radiation.** Also excluded are inspections of and reports on **building code or zoning ordinance violations; geological stability or soils condition; structural stability or engineering analysis; termites, pests, or other wood destroying insects; conditions of detached buildings; pools or spas structures and underground piping; saunas and steam baths; private or public sewage systems; radio-controlled devices; automatic gates; elevators; lifts; dumbwaiters; and thermostatic or timer controls; security systems; central vacuum systems; water softener; sprinkler systems; fire and safety equipments; and prediction of life expectancy of any item.**

The INSPECTOR will provide to the CLIENT its written report within a reasonable time following the completion of the inspection. The inspection results are not completed until the written report is prepared and delivered.

CONFIDENTIALITY OF REPORT: The inspection report is prepared for the sole, confidential, and exclusive use and possession of the CLIENT. It is not to be copied or disseminated to any other party without the expressed written consent of the INSPECTOR. Use of or reliance upon the report by other parties, or for other transactions, is strictly prohibited.

SEVERABILITY: CLIENT and INSPECTOR agree that should a court of competent jurisdiction determine that any portion of this contract is void or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES: CLIENT understands and agrees that any claim for failure to accurately report the major visible defects of the subject property, as limited herein above, shall be made in writing and reported to the INSPECTOR within 10 business days of discovery. INSPECTOR agrees to respond promptly to any legitimate complaint. CLIENT further agrees that CLIENT or CLIENT'S agents, employees, or independent contractors will make no alterations, repairs or replacements to the claimed condition that is the subject of the "claimed failure to report" prior to a re-inspection by the INSPECTOR. CLIENT waives all claims relating to conditions that are altered or repaired without said notice or re-inspection.

ARBITRATION: Any dispute, controversy, interpretation or claims of any kind or nature whatsoever, including but not limited to, claims for 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 the inspection and 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 accepted standard against which the inspection shall be judged is the "Standards of Practice" of American Society of Home Inspectors, Inc. (ASHI®) for home inspections and American Society for Testing and Materials (ASTM) for commercial inspections. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

STATUTE OF LIMITATIONS: The parties agreed that no action might be brought to recover damages against the INSPECTOR or the Inspection Company, or its officers, agents, or employees more than one year after the date of the subject inspection. Time is expressly essence herein. CLIENT(S) understands that this time may be shorter than otherwise provided by law.

ACCEPTANCE OF REPORT AND FEE PAYMENT: The fee for this inspection is due at the time of the inspection. If CLIENT has not signed this agreement, the acceptance of this report shall constitute agreement with all of the terms of this contract. 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.

LIMITATION OF LIABILITY: In the event the INSPECTOR fails to fulfill the obligations under this agreement, CLIENTS exclusive remedy at law or inequity against "INSPECTOR" is limited and fixed in an amount equal to the inspection fee paid multiplied by two (2), or the sum of five hundred dollars (\$500.00), whichever sum shall be less, as liquidated damages, and not as a penalty.

ACCEPTANCE OF THIS AGREEMENT: This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, agents, and representatives of any kind whatsoever. 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 the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.

I/WE HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS, UNLESS OTHERWISE CROSSED. I/WE ALSO AGREE TO CAREFULLY READ THE ENTIRE INSPECTION REPORT. I/WE ALSO AGREE TO PAY THE TOTAL FEE LISTED.

INSPECTION FEE: \$ _____ INSPECTOR: _____ DATE: _____

CLIENT: _____ DATE: _____ CLIENT: _____ DATE: _____