



ALLIANCE REAL ESTATE INSPECTIONS

Professional Commercial & Residential Inspections

INSPECTION AGREEMENT

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

Client: _____

Property Address: _____

Date: _____

Total Fee: \$ _____

1. _____, (therein after collectively referred to as "Client") requests a limited visual inspection of the structure identified at the above address by _____ of **Celine Ashtin, Inc. d/b/a Alliance Real Estate Inspections**, (therein after collectively referred to as the "Company") and Client hereby represents and warrants that all approvals necessary have been secured for Company's entrance onto the property.
2. Client warrants: (a) they have read the following Agreement carefully, (b) they understand they are bound by all the terms of this contract, and (c) they will read the entire inspection report when received and promptly call Company with any questions they may have.
3. Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. Client agrees that they will not transfer or disclose any part of the inspection report to any other person with these exceptions ONLY: (a) one copy may be provided to the current seller(s) of the property but only upon the express condition that the seller(s) covenant to use the inspection report only in connection with Client's transaction, and agree not to transfer or disclose the report to any persons other than their real estate agent, and (b) one copy may be provided to the real estate agent representing Client and/or a bank or other lender for use in Client's transaction only. Client agrees to indemnify, defend and hold harmless Company from any third party claims relating to this inspection or inspection report.
4. Company agrees to perform a limited visual inspection of the structure at the above address and to provide Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies, as they exist at the time of inspection. The inspection will be performed in a manner consistent with the standards of *The California Real Estate Inspections Association*. A copy of these Standards is provided to Client.
5. The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any area that is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or any other things, or those areas/items which have been excluded by the CREIA standards and/or by agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling.

Client agrees to assume all the risk for all conditions that are concealed from view at the time of the inspection or exist in any area excluded from inspection by the terms of this agreement. Maintenance and other items may be discussed but will NOT form a part of the inspection report. The following areas/items, systems and components are among those NOT included in the inspection.

- Code or zoning violations
- Systems or component installation

- Permit research
- Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing
- Termites or other wood destroying insects, rodents or other pests, dry-rot or fungus mold and mildew
- Latent or concealed defects
- Asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites or other environmental or health hazards
- Private water or sewage systems
- Pools, spas – unless otherwise requested-, hot tubs, saunas, steam baths, fountains or other types of or related systems and components
- Repair cost estimates
- Building value appraisal
- Radio controlled devices
- Automatic gates
- Elevators, lifts, dumbwaiters
- Thermostatic or time clock controls
- Water softener or purifiers
- Radiant heat systems
- Furnace heat exchanger
- Solar heating systems
- Gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks.
- Odors or noise
- Seismic safety
- Freestanding appliances
- Security or fire safety systems
- Personal property
- Any adverse condition that may affect the desirability of the property
- Proximity to railroad tracks or airplane routes
- Boundaries, easements or rights of way
- Unique/technically complex systems or components
- System or component life expectancy
- Adequacy or efficiency of any system or component
- Items specifically noted as excluded in the inspection report

6. Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures, which may be required by law.

7. The written report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the assurance of the written report. Client further understands and agrees Company reserves the right to modify the inspection report for a period of time that shall not exceed forty-eight (48) hours after the inspection report has first been delivered to Client.

8. Client understands and agrees that any claim arising out of or related to any act or omission of Company in connection with the inspection of the structure, as limited herein, shall be made in writing and reported to Company within ten (10) business days of discovery. Client further agrees to allow Company to re-inspect the claimed discrepancy. Client understands and agrees that any failure to notify Company as stated above shall constitute a waiver of any and all claims Client may have against Company.

9. 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 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. Each side shall share the mediation fees equally but the prevailing party will be reimbursed their share. The mediator must have experience in mediating home inspection cases and be familiar with the California Real Estate Inspection Association's Standard of Practice. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.

10. It is understood and agreed by and between the parties hereto that Company is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by Company in the performance of a limited visual inspection of the general condition of the structure's systems and components as described in Paragraph 4 and production of a written inspection report, that because of the limited nature of this inspection the inspection cannot be expected to uncover all defects or deficiencies within the structure and that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services. Thus, Client and Company agree that in the event that Company breaches its obligation or duty to perform such service and Client is thereby damaged, then the liability of company (including its officers, agents and employees) shall be fixed at the sum total of \$500.00 and this liability shall be exclusive. Client's initials_____

11. Client understands and agrees that any action in law or equity the prevailing party is entitled to reasonable attorney fees, expert fees and costs by the arbitrator hearing this matter in binding arbitration.

12. Client understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement, that this agreement will form a part of the inspection report, and acceptance of the inspection report by Client and payment therefore will constitute acceptance of the terms and conditions of this Agreement.

13. No legal action or preceding of any kind can be commenced against the Inspector/Inspection Company, or its officers, agents or employees more than one year after the date of inspection. Time is expressly of the essence herein. A dispute shall be defined as any form of dispute resolution, mediation, arbitration, civil lawsuit or any action brought in any court. THIS TIME IS SHORTER THAN OTHERWISE PROVIDED BY LAW. Client's initials_____

14. 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 parties.

15. 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. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties. This Agreement shall be binding upon all parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

I have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed above.

Dated _____ Signature of Client _____
(One signature binds all)

Dated _____ For the Company _____