

# Alpine Home Inspection

PO Box 406 Clio, CA 96106

(530) 836-1850 phone (530) 836-1085 fax alpinehomeinspect@gmail.com

ASHI Member - #243492, CREIA – CCI

## Property address:

## Client:

Inspection Contract

(This is a legally binding contract. Please read carefully.)

This Inspection Contract (the “Contract”) is entered into between Phil Kaznowski, doing business as Alpine Home Inspection, and Client.

In exchange for Client’s payment of the fee set forth herein to Alpine Home Inspection (referred to herein as “Inspector”), agrees to inspect the property identified above (referred to herein as the “Property”) and provide a written report of inspection on the following terms and conditions, which are hereby agreed to by Client:

**Scope of Inspection:** The real estate inspection to be performed for Client is a non-invasive physical examination, designed to identify material defects in the systems, structures and components of the primary building and its associated parking structure located on the Property as they exist at the time of inspection. A material defect is a condition that significantly affects the value, desirability, habitability or safety of the building. 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, readily accessible, and visually accessible. Inspector will only attempt to operate components and systems that are capable of being operated with normal user controls and only as conditions permit. Major components evaluated are:

Structural System Exterior Roof System Plumbing System Electrical System Heating System  
Air Conditioning System Interior Insulation/Ventilation Fireplaces and Solid Fuel Burning Appliances

The inspection will be performed in accordance with the Standards of Practice of the American Society of Home Inspectors (ASHI) in effect at the time of inspection. A copy of the ASHI Standards of Practice is available upon request. This inspection is not intended to be technically exhaustive. The written inspection report shall describe and identify the inspected systems, structures and components of the building and shall identify material defects in those systems, structures and components observed during the inspection.

Client agrees to read the entire inspection report when it is received and shall call the inspector with any questions or concerns client may have regarding the real estate inspection or the inspection report.

**Limitations, Exceptions and Exclusions:** Excluded from this real estate inspection is any system, structure or component of the building which is inaccessible, concealed from view or cannot be inspected due to circumstances beyond the control of the Inspector, or which Client has agreed is not to be inspected.

The following are excluded from the scope of this real estate inspection unless Inspector and Client specifically agreed otherwise in a writing signed by Inspector and Client:

- ✓ Determining compliance with installation guidelines, manufacturers’ specifications, building codes, ordinances, regulations, covenants, or other restrictions, including local interpretations thereof.
- ✓ Obtaining or reviewing information (including permits, product defects, recalls, or other information or notices) from any third-parties including, but not limited to: government agencies, governing bodies or other organizations of the inspection industry, component or system manufacturers, insurers or insurance companies, contractors, managers, sellers, occupants, neighbors, consultants, homeowners or similar associations, attorneys, agents or brokers.
- ✓ Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying, or soil related examinations. (Only licensed engineers can conduct such evaluations.)
- ✓ Examination of conditions related to animals, rodents, insects, wood destroying insects, organisms, mold and mildew or the damage caused thereby.
- ✓ Certain factors relating to any systems, structures or components of the building, including, but not limited to: adequacy, efficiency, durability or remaining useful life, costs to repair, replace or operate, fair market value, marketability, quality or advisability of purchase.
- ✓ Environmental hazards or conditions, including, but not limited to: toxic, combustible, corrosive contaminants, asbestos, radon, lead paint, “Chinese” drywall, wildfire, geologic or flood.
- ✓ Dismantling of any system, structure, component or performing any intrusive or destructive examination, test or analysis.
- ✓ Systems, structures or components not specifically identified in this written report.
- ✓ Systems, structures or components of the building that are not permanently installed.

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- ✓ Common area or systems, structures or components thereof, but not limited to, those of common interest development.

Client initial reading page: \_\_\_\_\_

- ✓ Examining or evaluating the acoustical or other nuisance characteristics of any system, structure or component of a building, complex, adjoining properties or neighborhood.
- ✓ Operating or evaluating low voltage electrical, antennas, security systems, cable or satellite television, telephone, remote controls, timers, intercoms, landscape lighting, sprinkler systems, swimming pools, outdoor saunas/hot tubs, computers, photo-electric, motion sensing or other such similar non-primary electrical power devices, components or systems.

**GENERAL VISUALIST INSPECTION:** A home inspector is an inspection generalist and is not acting as an expert in any craft or trade. The inspection report may contain recommendations for further evaluation by an individual other than the inspector herein who is qualified as an expert or specialist. If the inspector recommends consulting other specialized experts, Client agrees to do so at their own expense.

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

## **RESTRICTED USE OF REPORT:**

**CONFIDENTIAL REPORT:** The inspection report to be prepared for the Client is confidential and prepared 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 provide the written report or any part of the written report to any other person other than Client's real estate agent, Client's contractors or repairmen and the parties to a purchase or sale transaction regarding the Property.

**SUBSTITUTED DISCLOSURE:** Client represents and agrees that the inspection report to be prepared for Client shall not be used as a substituted disclosure under California Civil Code section 1102.4, or any similar or related statute.

**CLIENT'S INDEMNIFICATION OF INSPECTOR:** CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD INSPECTOR HARMLESS FROM ANY THIRD PARTY CLAIMS, LIABILITIES, SUITS OR JUDGEMENTS ARISING OUT OF THE CLIENT'S BREACH OF THE FOREGOING PARAGRAPHS ENTITLED "CONFIDENTIAL REPORT AND SUBSTITUTED DISCLOSURE."

## **DISPUTE RESOLUTION**

**CONTACT:** Client understands and agrees that any claim Inspector failed to accurately report the visually discernible conditions of the Property, as limited herein above, shall be made in writing and reported to the Inspector within twenty (20) business days of discovery. Client further agrees that Client and Client's agents, employees and independent contractors will make no alterations, repairs or replacements to the claimed discrepancy prior to a re-inspection by Inspector. Client's strict compliance with this paragraph is a material term of this contract. Client agrees to release Inspector and hold Inspector harmless from any and all claims and liabilities arising out of Inspector's failure to accurately report the conditions of the Property, as limited herein above, if said condition(s) is altered, repaired or replaced without giving Inspector notice as provided in this paragraph and a reasonable opportunity to re-inspect the Property.

**MEDIATION:** The parties agree that as a condition precedent to initiating arbitration or litigation against the other party to this contract, the parties shall first mediate their dispute. To initiate mediation, the aggrieved party shall notify the other party in writing of all claims. Within sixty (60) days of receipt of the notice of claims, the parties shall jointly select a mediator and shall mediate their dispute in good faith. If the parties cannot jointly select a mediator, each party shall nominate a mediator, and the nominated mediators shall select a mediator to mediate the dispute. The cost of mediation shall be shared equally among the parties.

**ARBITRATION:** ANY DISPUTE, CONTROVERSY, INTERPRETATION OR CLAIM (INCLUDING BUT NOT LIMITED TO CLAIMS FOR BREACH OF CONTRACT, ANY FORM OF NEGLIGENCE, OR FRAUD OR MISREPRESENTATION) ARISING OUT OF OR RELATED TO THIS CONTRACT. THE INSPECTION OR THE INSPECTION REPORT SHALL BE SUBMITTED TO CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC FOR FINAL AND BINDING ARBITRATION PURSUANT TO ITS HOME INSPECTION ARBITRATION RULES AND PROCEDURES DATED AUGUST 15, 2009. THE ACCEPTED STANDARD AGAINST WHICH THE INSPECTION SHALL BE JUDGED IS THE "STANDARDS OF PRACTICE" OF ASHI, DATED MARCH 1, 2014. THE COSTS CHARGED BY CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC AND THE ARBITRATOR SHALL BE SHARED EQUALLY AMONG THE PARTIES; HOWEVER, EACH PARTY SHALL BE RESPONSIBLE FOR PAYING HIS OR HER OWN ATTORNEY'S FEES, EXPERT WITNESS COSTS AND OTHER INCURRED COSTS IN CONNECTION WITH THE ARBITRATION.

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**BY VOLUNTARILY INITIALING IN THE SPACE BELOW, I UNDERSTAND THAT I AM GIVING UP ANY RIGHT I MIGHT POSSESS TO HAVE MY DISPUTE DECIDED BY A COURT OR JURY.**

Inspector (initial): \_\_\_\_\_

Client (initial): \_\_\_\_\_

**TIME FOR INITIATING ARBITRATION OR LITIGATION:** No arbitration or legal action of any kind, whether arising in tort, contract, at law or in equity, can be commenced against Inspector, or its principals, officers, agents, or employees more than one (1) year after the date Client discovers or, through the exercise of diligence, should have discovered facts that would support any cause of action against Inspector; provided, however, that any such action may not be commenced more than four (4) years after the date of inspection, even though Client may not have discovered or could not have discovered facts supporting a cause of action against Inspector within that timeframe. Time is of the essence herein. The one-year time period specified in this provision is shorter than otherwise provided by law.

**LIMITATION OF DAMAGES:** Client, with full understanding of Business and Professions Code section 7198, agrees that in no event, will Client be entitled to recover from Inspector, or its principals or employees, damages in excess of two thousand five hundred dollars (\$2,500) as a result of Inspector's breach of this Contract or Inspector's failure to conduct the inspection or prepare a report of inspection with the degree of care that a reasonably prudent home inspector would exercise. Client agrees that this limitation of damages as provided herein represents a reasonable, fair, and equitable limitation in light of the large differential between the fee to be paid to Inspector and Inspector's potential monetary liability relating to the work Inspector is undertaking hereby, the number of potentially liable persons involved in the real estate transaction (i.e., seller or buyer, agent, broker), and the difficulties in placing a reasonably accurate value on damages resulting from Inspectors failure to detect or report a potentially material defect.

**VENUE, CHOICE OF LAW:** This Contract is entered into in Plumas County, California. Any mediation, arbitration, or litigation arising out of or relating to this Contract, or the inspection or inspection report provided pursuant to this Contract, shall be conducted or brought in Plumas County or the county in which the Property is located. This Contract shall be governed by the laws of the State of California, notwithstanding its choice of law principles.

**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 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.

This contract constitutes the entire integrated contract between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written contract signed by all of the parties hereto. No oral agreements, understandings or representations shall change, modify or amend any part of this contract.

Each party signing this contract warrants and represents that he/she has the full capacity and authority to execute this contract on behalf of the named party. If this contract is executed on behalf of Client by a third party, the person executing this contract expressly represents to Inspector that he/she has the full and complete authority to execute this contract on the Client's behalf and to fully and completely bind Client to all terms, conditions, limitations, exceptions and exclusions of this contract.

This Contract may be executed and delivered in counterparts, including facsimile, each of which so executed and delivered shall be deemed an original, but such counterparts together constitute but one and the same instrument and agreement. Facsimiles and electronic scans of signatures shall be given the same force and effect as if they were original signatures.

Client initial reading page: \_\_\_\_\_

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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.

**Client acknowledges that they have read and understood all the terms, conditions and limitations of this contract and voluntarily agree to be bound thereby and agrees to pay the fee listed below.** (If unsigned, delivery and payment for the inspection report shall constitute acceptance of all terms listed herein.)

Client (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Address/Phone/Email: \_\_\_\_\_

\_\_\_\_\_

Inspector: Phil Kaznowski \_\_\_\_\_ Date: \_\_\_\_\_

Payment Record:

Fee: \$ \_\_\_\_\_ Payment Method (check): Check#: \_\_\_\_\_ Cash: \_\_\_\_\_ Credit Card: \_\_\_\_\_

**(A discount of \$50 will be deducted if paid by cash or check at time of inspection only)**

Credit Card (circle): AMEX/VISA/Mastercard/Discover Card # \_\_\_\_\_

Exp. Date: \_\_\_\_\_ CVV (3 or 4 digit code at back of card): \_\_\_\_\_ Billing Address Zip Code: \_\_\_\_\_

**\*All utilities need to be on and in operating condition prior to inspection. Inspector will not turn on any utility that is in the off position. Reports are generated using Homegauge software. Homegauge is a third party that will store the report information which will be kept private.**