

INSPECTION CONTRACT

Property address:

Client:

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”), 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 survey and basic operation of the systems and components of a building, which can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action, which may result in damage to the property or personal injury to the Inspector. The purpose of the inspection is to provide the Client with information regarding the general condition of the building(s). 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 (the “Standards of Practice”), which Standards of Practice are incorporated into this agreement. A copy of the ASHI Standards of Practice is available online or upon request.

Inspector will produce and deliver to Client a written report of the inspection. The written inspection report shall identify material defects discovered in the building’s systems and components that were inspected, which, in the opinion of the Inspector, are safety hazards, are not functioning properly, or appear to be at the ends of their service lives. 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 inspection contract, the real estate inspection and the inspection report do not constitute a home warranty, guarantee or insurance policy of any kind whatsoever.

Limitations, Exceptions and Exclusions: The inspection shall be subject to the limitations, exceptions and exclusions contained in the Standards of Practice. Additionally, Client is contracting for a building inspection and not an environmental evaluation. The inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding the Property or any building thereon, including, but not limited to: the presence of asbestos, radon, lead, urea-formaldehyde, fungi, molds, mildew, wood destroying organisms, feces, urine, vermin or pests, PCBs, “Chinese drywall” or other toxic, reactive, combustible, or corrosive contaminants, materials, or substances in the water, air, soil, or building materials, or risks of wildfire, flooding or earth movement. Inspector is not liable for injury, health risks, or damage caused or contributed to by these conditions.

Client Duties: Client shall read the inspection report promptly upon receipt and promptly call Inspector with any questions or concerns regarding the inspection or written report. 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 and before removing any inspection contingencies and prior to the close of the transaction. In the event Client becomes aware of a reportable condition which was not reported by Inspector, Client shall promptly notify Inspector in writing and will not make or allow to be made alterations, repairs or replacements to said condition(s) before Inspector or Inspector’s agent(s) have been allowed to inspect, and have inspected, said condition(s). If said condition(s) is altered, repaired or replaced without giving Inspector notice and a reasonable opportunity to reinspect the Property as provided in this paragraph, Client shall be deemed in material breach of this agreement and Inspector shall be released from any claims and liabilities arising out of Inspector’s failure to accurately report said condition(s).

No Substitute Disclosure: The inspection report is prepared solely for Client and may not be relied upon by any other person. Client shall not use the inspection report as a substituted disclosure under California Civil Code section 1102.4, or any similar or related statute. CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD INSPECTOR HARMLESS FROM ANY CLAIMS, LIABILITIES, SUITS OR JUDGMENTS ARISING OUT OF CLIENT’S BREACH OF THIS PARAGRAPH.

Dispute Resolution

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

Alpine Home Inspection

PO Box 1422 Graeagle, CA 96103

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

ASHI Member - #243492, CREIA – CCI

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 THIS CONTRACT, ANY FORM OF NEGLIGENCE, OR FRAUD OR MISREPRESENTATION) ARISING OUT OF OR RELATED TO THIS CONTRACT, THE INSPECTION OR 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 DECEMBER 2017. THE ACCEPTED STANDARD AGAINST WHICH THE INSPECTION SHALL BE JUDGED IS THE “STANDARDS OF PRACTICE” OF ASHI, EFFECTIVE 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 COSTS INCURRED IN CONNECTION WITH THE ARBITRATION.

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 two (2) 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. **THIS TIME PERIOD 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 Inspector’s 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 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.

[Remainder of Page Intentionally Blank]

Alpine Home Inspection

PO Box 1422 Graeagle, CA 96103

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

ASHI Member - #243492, CREIA – CCI

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:

Inspection Fee: \$ _____ Payment Method (check): Check#: _____ Cash: _____ Credit Card: _____
(A discount of \$50 will be deducted if paid by cash or check at the time of the inspection only)

Credit Card (circle): VISA/Mastercard/AMEX/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.**