

Alpine Home Inspection

PO Box 406 Clio, CA 96106

(530) 836-1850 phone (530) 836-1085 fax ahi@digitalpath.net

ASHI Member - #243492, CREIA – CCI

Property address:

Client:

Inspection Contract

(This is intended to be 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”), 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.
- ✓ Common area or systems, structures or components thereof, but not limited to, those of common interest development.

- ✓ 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 subject property, including those facts, which are known to or within the diligent attention and observation of the Client.

CONFIDENTIAL REPORT: The inspection report to be prepared for the Client is 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 disclose any part of it to any other person, except that Client may distribute copies of the inspection report to his or her real estate agent directly involved in this transaction. Notwithstanding the foregoing, Client and Inspector do not in any way intend to benefit said seller, buyer, or real estate agents directly or indirectly through this Contract or the inspection report. **CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD INSPECTOR HARMLESS FROM ANY THIRD PARTY CLAIMS OR JUDGMENTS ARISING OUT OF THE CLIENT'S UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT.**

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 HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES INSPECTOR FOR ANY AND ALL CLAIMS, DEMANDS, JUDGMENTS, OFFSETS, OR LIABILITIES, INCLUDING CLAIMS ARISING OUT OF INSPECTOR'S ACTIVE NEGLIGENCE, AND AGREES TO INDEMNIFY, DEFEND AND HOLD INSPECTOR HARMLESS FROM ANY AND ALL THIRD PARTY CLAIMS OR JUDGMENTS ARISING OUT OF OR RELATED TO CLIENT'S BREACH OF THIS PROVISION.**

DISPUTE RESOLUTION

CONTACT: Client understands and agrees that any claim for the failure to accurately report the visually discernible conditions of the subject property, as limited herein above, shall be made in writing and reported to the Inspector within ten (10) business days of discovery. Client further agrees that Client or Client's agents, employees or independent contractors will make no alterations, repairs or replacements to the claimed discrepancy prior to a reinspection by Inspector. **CLIENT HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES INSPECTOR FOR ANY AND ALL CLAIMS, DEMANDS, JUDGMENTS, OFFSETS, OR LIABILITIES, INCLUDING CLAIMS ARISING OUT OF INSPECTOR'S ACTIVE NEGLIGENCE, AND AGREES TO INDEMNIFY, DEFEND AND HOLD INSPECTOR HARMLESS FROM ANY AND ALL THIRD PARTY CLAIMS OR JUDGMENTS ARISING OUT OF OR RELATED TO CONDITIONS THAT ARE EITHER NOT REPORTED TO INSPECTOR WITHIN TEN (10) BUSINESS DAYS OF DATE OF DISCOVERY OR ARE ALTERED OR REPAIRED WITHOUT SAID NOTICE OR INSPECTION.**

ARBITRATION: Any dispute, controversy, interpretation or claims including claims for, but not limited to, breach of this 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 or 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 Arbitrator shall be knowledgeable in the business of building inspections, shall have at least five (5) years experience as a home inspector and be a member in good standing of the organization(s) named in this contract. An arbitrator must be selected within one (1) month's time. The accepted standard against which the inspection shall be judged is the "Standards of Practice" of ASHI. The decision of the Arbitrator shall be final and binding and the judgment on the award be entered in any Court of competent jurisdiction.

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 of law 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 the non-disclosure of a potentially material defect.

VENUE, CHOICE OF LAW: This Contract is entered into in Plumas County, California. Any 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.

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: \$ _____ .00 Payment Method (check): Check#: ____ Cash: ____ Escrow: ____ Credit Card: ____

Credit Card (circle): Visa/Mastercard/AMEX/Discover: Card # _____

Exp. Date: _____ CVV (three digit code at back of card): _____ Billing Address Zip Code: _____

(Additional fee of \$100 will be charged for Escrow billing. A discount of \$25 will be deducted if paid by cash or check.)

***All utilities, associated shut-off valves or pilot lights need to be on and in operating condition prior to inspection. Inspector will not turn on any utility, associated shut-off valve or pilot light that is in the off position.**