

COUNTYWIDE PROPERTY INSPECTIONS

9320 Willowgrove Avenue, Suite D • Santee, California 92071 • (619) 448-2874 • (888) 862-6464 • Fax (619) 448-2994

Client _____ Inspection ID#: _____

Inspection Address _____

INSPECTION AGREEMENT

I (Client) request a limited visual inspection of the structure at the above address to be conducted by COUNTYWIDE PROPERTY INSPECTIONS (COUNTYWIDE) for my sole use and benefit. I agree to read this contract carefully and understand that I am bound by all of the terms and conditions of this contract. I further warrant that prior to close of escrow I will read the entire inspection report when I receive it and promptly call COUNTYWIDE with any questions I may have.

This contract applies to any additional inspections or re-inspections of the property after the date of the original inspection.

SCOPE OF INSPECTION

The scope of the inspection shall be governed solely by the Standards of Practice of the California Real Estate Inspection Association (CREIA), available at www.countywideinspection.com or provided upon request. It is a limited visual inspection of accessible systems and components suffering from a significant defect. The inspection report is not a guarantee or warranty that all defects have been discovered and/or disclosed.

OUTSIDE THE SCOPE OF THE INSPECTION

- Building code or zoning ordinance violations.
- Geological stability, soils conditions, or site drainage.
- Structural stability from an engineering standpoint.
- Pests (rodents, insects), termites or other wood destroying organisms.
- Mold, mildew, or airborne pathogens.
- Environmental hazards, e.g. asbestos, radon, lead, water quality.
- Pool or spa bodies; fountains; waterfalls; ponds
- Private water or private sewage (e.g. septic) systems.
- Saunas, steam baths, or fixtures and equipment.
- Water softener / purifier systems or solar heating systems.
- Operation of main water valve or fixture angle stops.
- Furnace heat exchangers, propane tanks and components.
- Washers, dryers, refrigerators or portable appliances.
- Security alarms or personal property.
- Adequacy / efficiency of heating - air conditioning and electrical systems.
- An item's life expectancy; items subject of recalls or class action lawsuits.
- Irrigation systems and landscape lighting systems.
- Condition of detached building(s).
- Components noted as being excluded in the inspection report, or which were the subject of a "Limited Inspection" (as noted in the report), or which CREIA has excluded from the scope of the inspection.

Any area, system or component not exposed to view, or concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing, is not included in this inspection (sometimes noted as "Limited Inspection"). Client is urged to have these areas independently evaluated by an appropriate trades person. Client assumes the risk for any adverse conditions that may exist in such inaccessible areas.

Inspector will remove only readily accessible service covers or panels on gas, fire, and electrical components and systems. The Inspector does not dismantle such components or systems. No destructive testing of any sort will be performed by the inspector.

Appliances are inspected to ascertain only whether they operate, *not* how well, adequate or efficient the appliance operates or performs.

ARBITRATION

Any dispute arising from this inspection and report, except one for inspection fee payment, shall be resolved by arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall select an arbitrator who is familiar with construction defect disputes. Full discovery rights shall be afforded the parties in accordance with CCP Section 1283.05 and the arbitrator shall be vested with full authority to hear and make rulings as to any discovery disputes.

PERMITS

Although substandard construction may be noted in the report, no determination will be made as to whether or not building permits have been obtained for any improvements made to the property.

NOTICE TO THIRD PARTIES:

The inspection report is for the sole benefit and reliance of Client named in the original report and is nontransferable. The report is a summary of the inspection and all consultation between Inspector and Client, and is issued subject to the terms, conditions and limitations under which the inspection was performed, which are incorporated by reference herein. Inspector assumes no liability for third party interpretation or use of the report. **THIRD PARTIES ARE ENCOURAGED TO OBTAIN A HOME INSPECTION FROM A QUALIFIED INSPECTOR OF THEIR CHOICE.**

LIMITATIONS ON LIABILITY

If your inspector recommends consulting specialized experts, client should do so at client's expense, prior to close of escrow. Client's failure to obtain a contractor's evaluation and/or repair of a system or component as recommended in the inspection report shall absolve Countywide from liability for all claims involving the system or component, *including undisclosed defects of the system or component which would be detected by a contractor's evaluation and/or repair.*

If a component of the property inspected by COUNTYWIDE is reported as requiring replacement or repair and Client questions the adequacy of the inspection and/or report, Client promptly will notify COUNTYWIDE in writing and allow it to reinspect the component(s). If Client repairs or replaces any components before such notification and re-inspection, **Client hereby agrees that COUNTYWIDE is released and absolved of all liability or responsibility relating to the components in question.**

MOLD: COUNTYWIDE does not inspect for mold. Should evidence of prior moisture intrusion be noted in the report (e.g. stains, leaks, faulty grade, no caulking, etc.) a third party mold inspection is recommended to rule out the presence of mold in the dwelling.

OTHER PROVISIONS

This agreement shall be binding upon and be for the benefit of the parties hereto, their heirs, successors, assigns, agents, and representatives of any kind whatsoever.

Should a court of competent jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

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

Escrow _____ CC _____

Inspection Fee \$ _____ Check _____ Cash _____

Client hereby authorizes COUNTYWIDE to make the Inspection Report available to (i) the Client's R.E. Agent (ii) the Seller and (iii) the Seller's R.E. Agent.

TO CLIENT WHOSE AGENT HAS SIGNED THIS CONTRACT ON YOUR BEHALF: You will acknowledge to COUNTYWIDE that your agent was authorized to bind you to the terms of this inspection contract by making payment of the inspection fee and/or by closing escrow following receipt of the inspection report. TO AGENT: Agent warrants to Inspector that she/he has authority to execute this agreement on Client's behalf. TO ESCROW: Client hereby authorizes you to release any billing or status information to COUNTYWIDE.

Client understands and accepts the terms of this contract (even if signed subsequent to the inspection):

Signed: _____

Date: _____

COUNTYWIDE PROPERTY INSPECTIONS:

By: _____