

Arnest Inspections

AGREEMENT AND AUTHORIZATION FOR PROPERTY INSPECTION AND REPORT

Property Address: _____

This is a confidential report for the client herein named. The scope of this inspection is limited to a visual inspection of those areas of the premises which are exposed to view. Any area which is concealed or otherwise inaccessible because of soil, walls, furnishings, and any other item is not included in this inspection. Furthermore, this inspection does not include destructive testing or dismantling of equipment, systems, or exposed surfaces. We do not move appliances, furniture, floor coverings, or storage. The inspection of appliances, furnaces or heat combustion chambers, boilers, and the inside of chimneys and flues is outside the scope of this inspection. Other items and areas excluded from this inspection are listed on the next page of this agreement. This is NOT a Structural Pest Control Report, nor an engineering evaluation of the soils, site, foundation, or support system. This inspection is not a guarantee of code compliance of the building, nor shall it constitute a warranty of any nature, expressed or implied. Conditions that may exist relating to any legal and/or public records are outside the scope of this inspection. There are commonly used building materials that pose a health hazard under specific conditions. Arnest Inspections is not qualified to identify these materials, nor evaluate their potential hazards. Any written or verbal cost estimates are approximations made by the inspector regarding potential repairs are neither a firm estimate nor a bid for such repair work. Arnest Inspections assumes no responsibility or liability for any items not within the scope of this inspection, except those items specifically noted in the written report. The parties agree that the California Real Estate Inspection Association (CREIA) "Standard of Practices" shall define the standard of duty and the conditions, limitations, and exclusions of the inspection. Clients may review a copy of the standards upon request. If a problem or condition arises that we may have caused, we reserve the right to make an assessment of the damages and/or make repairs to any work or repairs to remedy condition(s) by others. As building conditions change, this report is valid for a six month period only as of the date above. The client understands and agrees that an inspection and report which would guarantee the condition of the property and require Arnest Inspections to pay for corrective action of any problems which were not discovered would cost \$4000-\$6000. Inconsideration for the reduced charge agreed upon for this inspection and report, the client agrees that we shall not be responsible for any defective conditions in the property which are not discovered, unless we have committed gross negligence or willful misconduct. The liability of Arnest Inspections shall not exceed one thousand five hundred dollars (\$1500). A dollar figure not to exceed that amount shall be accepted by the undersigned in full settlement of all claims, and Arnest Inspections shall thereupon be generally released.

The undersigned waives under Section 1542 of the California Civil Code as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO THEM MUST HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR."

Any matters concerning the interpretation of this document or the written Inspection report or any claim based upon either or both of them, shall be subject to agreement between parties or, failing such agreement, shall be resolved by arbitration. The parties agree that any and all claims and/or disputes that cannot be amicably settled shall be determined solely and exclusively by a neutral mediation or "binding" arbitration by an arbitrator who is knowledgeable in and familiar with the professional building inspection industry, is a member of the American Society of Home Inspectors, Inc. and/or the California Real Estate Inspection Association, and will follow substantive rules of law. Should any suit or arbitration arise to enforce or interpret this instrument or the report or relative to the contents of the report, the prevailing party shall not be entitled to attorney's fees or costs from the other party. Any legal action arising out of this inspection must be commenced within one year of inspection. If the signed of this document makes a claim against Arnest Inspections for any alleged error, omission, or other act arising out of the performance of this inspection and fails to prove such claim, the signer of this document will pay all costs and attorney's fee incurred. The signer of this document agrees to indemnify and hold harmless Arnest Inspections for all costs, expenses, and legal fees incurred and arising out of any legal proceeding brought by a third party, who claims they relied on representations made in such inspection report and was damaged thereby.

If any portion of this contract is determined to be void or unenforceable, all other portions shall remain in affect.

AREAS OUTSIDE THE SCOPE OF THE INSPECTION

Soils, soil conditions, soil evaluation and testing. * Landscape lighting and irrigation systems. * Interior and exterior foundations and ponds. * Central vacuum, intercom, fire alarms, security or audio and visual systems. * Private sewage and waste systems, including septic tanks and leach fields. * Private water systems, including wells and pumps. * Trade fixtures and equipment, * Built-in and freestanding appliances. * Radio controlled devises, garage door openers and entry gates. Elevators and lifts. * Radon, asbestos, formaldehyde, lead, molds, and other toxic material identification, evaluation, and testing. The undersigned have read and understand this document and release Arnest Inspections from any and all liability arising out of or in any way with this inspection and report, except as expressly provided in this document and agree to pay the charges specified below payable at the time of the inspection. An additional \$150 fee is assessed and will be charged if we must bill escrow for the inspection fee when the report is released from our office. Arnest Inspections must receive payment in full or, the correct and complete escrow information prior to releasing the report from our office.

\$ _____

Client or Authorization Signature

Date

Inspection Fee