

# VERBAL EXAMINATION AGREEMENT

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, PLEASE READ IT CAREFULLY**

Tarkington Home Inspections  
510-566-2195  
P.O.Box 2461, Castro Valley, CA 94546

Client: \_\_\_\_\_ Report #: **None**

Examination Address: \_\_\_\_\_

Item (s) Examined: **Verbal or Report Review only. No new report generated**

**SCOPE OF THE EXAMINATION:** This examination is limited to the areas agreed upon by the Client and inspector. Areas observed that are outside the limited scope agreed upon will not be commented on. For concerns outside the limited scope of this examination, a proper home inspection should be performed by a qualified home inspector.

Inspector will discuss findings on site with Client. A written report **WILL NOT BE GENERATED.**

This is a limited examination and NOT performed in accordance with the California State Business and Practice Code or Standards of Practice of the American Society of Home Inspectors®, Inc. (ASHI®).

**CLIENT'S DUTY:**

Client acknowledges that Inspector is a generalist and that further investigation of a reported condition by an appropriate specialist may provide additional information which can affect Client's purchase decision. Client agrees to obtain further evaluation of reported conditions before removing any investigation contingency and prior to the close of the transaction.

**ENVIRONMENTAL CONDITIONS:** The examination is not intended to detect, identify, or disclose any health or environmental conditions regarding this building or property, including, but not limited to: the presence of asbestos, radon, lead, urea-formaldehyde, fungi, molds, mildew, PCBs, or other toxic, reactive, combustible, or corrosive contaminants, materials, or substances in the water, air, soil, or building materials. The Inspector is not liable for injury, health risks, or damage caused or contributed to by these conditions.

**GENERAL PROVISIONS:** The verbal discussion is not a substitute for any transferor's or agent's disclosure that may be required by law, or a substitute for Client's independent duty to reasonably evaluate the property prior to the close of the transaction. This examination agreement, the examination, and any discussion or comments during the examination do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever.

No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company or its officers, agents, or employees more than one year from the date Client discovers, or through the exercise of reasonable diligence should have discovered, the cause of action. In no event shall the time for commencement of a legal action or proceeding exceed two years from the date of the subject examination. **THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, and assigns.

This Agreement constitutes the entire integrated 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.

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

**SEVERABILITY:** Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the court's holding.

**MEDIATION:** The parties to this Agreement agree to attend, in good faith, mediation with a retired judge or lawyer with at least 5 years of mediation experience before any lawsuit is filed. All notices of mediation must be served in writing by return receipt requested allowing 30 days for response. If no response is forthcoming the moving party may then demand binding arbitration under the terms and provisions set forth below.

**ARBITRATION:** Any dispute concerning the interpretation or enforcement of this Agreement, the examination, the examination discussion, or any other dispute arising out of this relationship, shall be resolved between the parties by binding arbitration conducted in accordance with California Law, except that the parties shall select an arbitrator who is familiar with the real estate profession. The parties agree that they shall be entitled to discovery procedures within the discretion of the arbitrator. The arbitrator shall manage and hear the case applying the laws of the State of California to all issues submitted in the arbitration proceeding. The award of the arbitrator shall be final, and a judgment may be entered on it by any court having jurisdiction. Any disputes are to be arbitrated by:

**Judicial Arbitration and Mediation Service (JAMS®)**

Client acknowledges having read and understood all the terms, conditions, and limitations of this Agreement and voluntarily agrees to be bound thereby and to pay the fee(s) listed here.

Form of Payment:	EXAMINATION FEE\$ 250.00 / hr
Check: # _____	Time (One Hour Minimum) _____
Credit: _____	TOTAL FEE\$ _____
Debit: _____	

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_