

STANDARD RESIDENTIAL INSPECTION 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 #: _____

Inspection Address: _____

SCOPE OF THE 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).

Inspector will prepare and provide Client a written report for the sole use and benefit of Client. The written report shall document any material defects discovered in the building's systems and components 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 inspection shall be performed in accordance with the Standards of Practice of the American Society of Home Inspectors®, Inc. (ASHI®), attached hereto and incorporated herein by reference, and is limited to those items specified herein.

CLIENT'S DUTY: Client agrees to read the entire written report when it is received and promptly call Inspector with any questions or concerns regarding the inspection or the written report. The written report shall be the final and exclusive findings of Inspector.

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.

In the event Client becomes aware of a reportable condition which was not reported by Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative(s) to inspect said condition(s) prior to making any repair, alteration, or replacement. Client agrees that any failure to so notify Inspector and allow inspection is a material breach of this Agreement.

ENVIRONMENTAL CONDITIONS: Client agrees what is being contracted for is a building inspection and not an environmental evaluation. The inspection 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 written report 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 inspection Agreement, the real estate inspection, and the written report 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 inspection. **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 inspection, the inspection report, 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:	INSPECTION FEE: \$ _____
Check: # _____	FEE: \$ _____
Credit: _____	TOTAL FEE: \$ _____
Debit: _____	

Client: _____ Date: _____

Client: _____ Date: _____

Inspector: _____ Date: _____

ASHI STANDARDS OF PRACTICE

1. INTRODUCTION

The American Society of Home Inspectors®, Inc. (ASHI®) is a not-for-profit professional society established in 1976. Membership in ASHI is voluntary and its members are private home *inspectors*. ASHI's objectives include promotion of excellence within the profession and continual improvement of its members' *inspection* services to the public.

2. PURPOSE AND SCOPE

2.1 The purpose of this document is to establish a minimum standard (Standard) for *home inspections* performed by *home inspectors* who subscribe to this Standard. *Home inspections* performed using this Standard are intended to provide the client with information about the condition of inspected *systems* and *components* at the time of the *home inspection*.

2.2 The inspector shall: **A.** *inspect readily accessible*, visually observable, *installed systems* and *components* listed in this Standard. **B.** provide the client with a written report, using a format and medium selected by the *inspector*, that states:

1. those *systems* and *components* inspected that, in the professional judgment of the *inspector*, are not functioning properly, significantly deficient, *unsafe*, or are near the end of their service lives; 2. recommendations to correct, or monitor for future correction, the deficiencies reported in 2.2.B.1, or items needing *further evaluation* (Per Exclusion 13.2.A.5 the *inspector* is NOT required to determine methods, materials, or costs of corrections.); 3. reasoning or explanation as to the nature of the deficiencies reported in 2.2.B.1, that are not self-evident; 4. those *systems* and *components* designated for inspection in this Standard that were present at the time of the *home inspection* but were not inspected and the reason(s) they were not inspected. **C.** adhere to the ASHI® Code of Ethics for the Home Inspection Profession.

2.3 This Standard is not intended to limit the *inspector* from: **A.** including other services or *systems* and *components* in addition to those required in Section 2.2.A; **B.** designing or specifying repairs, provided the *inspector* is appropriately qualified and willing to do so; **C.** excluding *systems* and *components* from the *inspection* if requested or agreed to by the client.

3. STRUCTURAL COMPONENTS

3.1 The inspector shall: **A.** *inspect structural components* including the foundation and framing. **B. describe:** 1. the methods used to inspect *under-floor crawlspaces* and attics; 2. the foundation; 3. the floor structure; 4. the wall structure; 5. the ceiling structure; 6. the roof structure.

3.2 The inspector is NOT required to: **A.** provide *engineering* or architectural services or analysis; **B.** offer an opinion about the adequacy of *structural systems* and *components*; **C.** enter *under-floor crawlspace* areas that have less than 24 inches of vertical clearance between *components* and the ground or that have an access opening smaller than 16 inches by 24 inches; **D.** traverse attic load-bearing *components* that are concealed by insulation or by other materials.

4. EXTERIOR

4.1 The inspector shall: **A. inspect:** 1. *wall coverings*, flashing, and trim; 2. exterior doors; 3. attached and adjacent decks, balconies, stoops, steps, porches, and their associated railings; 4. eaves, soffits, and fascias where accessible from the ground level; 5. vegetation, grading, surface drainage, and retaining walls that are likely to adversely affect the building; 6. adjacent and entryway walkways, patios, and driveways. **B. describe wall coverings.**

4.2 The inspector is NOT required to inspect: **A.** screening, shutters, awnings, and similar seasonal accessories; **B.** fences, boundary walls, and similar structures; **C.** geological and soil conditions; **D. recreational facilities;** **E.** outbuildings other than garages and carports; **F.** seawalls, break-walls, and docks; **G.** erosion control and earth stabilization measures.

5. ROOFING

5.1 The inspector shall: **A. inspect:** 1. roofing materials; 2. *roof drainage systems*; 3. flashing; 4. skylights, chimneys, and roof penetrations. **B. describe:** 1. roofing materials; 2. methods used to *inspect* the roofing.

5.2 The inspector is NOT required to inspect: **A.** antennas; **B.** interiors of vent *systems*, flues, and chimneys that are not *readily accessible*; **C.** other *installed* accessories.

6. PLUMBING

6.1 The inspector shall: **A. inspect:** 1. interior water supply and distribution *systems* including fixtures and faucets; 2. interior drain, waste, and vent *systems* including fixtures; 3. water heating equipment and hot water supply *systems*; 4. vent *systems*, flues, and chimneys; 5. fuel storage and fuel distribution *systems*; 6. sewage ejectors, sump pumps, and related piping. **B. describe:** 1. interior water supply, drain, waste, and vent piping materials; 2. water heating equipment including energy source(s); 3. location of main water and fuel shut-off valves.

6.2 The inspector is NOT required to: **A. inspect:** 1. clothes washing machine connections; 2. interiors of vent *systems*, flues, and chimneys that are not *readily accessible*; 3. wells, well pumps, and water storage related equipment; 4. water conditioning *systems*; 5. solar, geothermal, and other renewable energy water heating *systems*; 6. manual and automatic fire extinguishing and sprinkler *systems* and landscape irrigation *systems*; 7. septic and other sewage disposal *systems*. **B. determine:** 1. whether water supply and sewage disposal are public or private; 2. water quality; 3. the adequacy of combustion air *components*. **C.** measure water supply flow and pressure, and well water quantity. **D.** fill shower pans and fixtures to test for leaks.

7. ELECTRICAL

7.1 The inspector shall: **A. inspect:** 1. service drop; 2. service entrance conductors, cables, and raceways; 3. service equipment and main disconnects; 4. service grounding; 5. interior *components* of service panels and subpanels; 6. conductors; 7. overcurrent protection devices; 8. a *representative number* of installed lighting fixtures, switches, and receptacles; 9. ground fault circuit interrupters and arc fault circuit

interrupters. **B. describe:** 1. amperage rating of the service; 2. location of main disconnect(s) and subpanels; 3. presence or absence of smoke alarms and carbon monoxide alarms; 4. the predominant branch circuit wiring method.

7.2 The inspector is NOT required to: **A. inspect:** 1. remote control devices; 2. or test smoke and carbon monoxide alarms, security systems, and other signaling and warning devices; 3. low voltage wiring systems and components; 4. ancillary wiring systems and components not a part of the primary electrical power distribution system; 5. solar, geothermal, wind, and other renewable energy systems. **B. measure** amperage, voltage, and impedance. **C. determine** the age and type of smoke alarms and carbon monoxide alarms.

8. HEATING

8.1 The inspector shall: **A. open** readily openable access panels. **B. inspect:** 1. installed heating equipment; 2. vent systems, flues, and chimneys; 3. distribution systems. **C. describe:** 1. energy source(s); 2. heating systems.

8.2 The inspector is NOT required to: **A. inspect:** 1. interiors of vent systems, flues, and chimneys that are not readily accessible; 2. heat exchangers; 3. humidifiers and dehumidifiers; 4. electric air cleaning and sanitizing devices; 5. heating systems using ground-source, water-source, solar, and renewable energy technologies; 6. heat-recovery and similar whole-house mechanical ventilation systems. **B. determine:** 1. heat supply adequacy and distribution balance; 2. the adequacy of combustion air components.

9. AIR CONDITIONING

9.1 The inspector shall: **A. open** readily openable access panels. **B. inspect:** 1. central and permanently installed cooling equipment; 2. distribution systems. **C. describe:** 1. energy source(s); 2. cooling systems.

9.2 The inspector is NOT required to: **A. inspect** electric air cleaning and sanitizing devices; **B. determine** cooling supply adequacy and distribution balance; **C. inspect** cooling units that are not permanently installed or that are installed in windows; **D. inspect** cooling systems using ground-source, water-source, solar, and renewable energy technologies.

10. INTERIORS

10.1 The inspector shall inspect: **A. walls, ceilings, and floors;** **B. steps, stairways, and railings;** **C. countertops and a representative number of installed cabinets;** **D. a representative number of doors and windows;** **E. garage vehicle doors and garage vehicle door operators;** **F. installed ovens, ranges, surface cooking appliances, microwave ovens, dishwashing machines, and food waste grinders by using normal operating controls** to activate the primary function.

10.2 The inspector is NOT required to inspect: **A. paint, wallpaper, and other finish treatments;** **B. floor coverings;** **C. window treatments;** **D. coatings on and the hermetic seals between panes of window glass;** **E. central vacuum systems;** **F. recreational facilities;** **G. installed and free-standing kitchen and laundry appliances not listed in Section 10.1.F;** **H. appliance thermostats including their calibration, adequacy of heating elements, self cleaning oven cycles, indicator lights, door seals, timers, clocks, timed features, and other specialized features of the appliance.** **I. operate, or confirm the operation of every control and feature of an inspected appliance.**

11. INSULATION AND VENTILATION

11.1 The inspector shall: **A. inspect:** 1. insulation and vapor retarders in unfinished spaces; 2. ventilation of attics and foundation areas; 3. kitchen, bathroom, laundry, and similar exhaust systems; 4. clothes dryer exhaust systems. **B. describe:**

1. insulation and vapor retarders in unfinished spaces; 2. absence of insulation in unfinished spaces at conditioned surfaces.

11.2 The inspector is NOT required to disturb insulation.

12. FIREPLACES AND FUEL-BURNING APPLIANCES

12.1 The inspector shall: **A. inspect:** 1. fuel-burning fireplaces, stoves, and fireplace inserts; 2. fuel-burning accessories installed in fireplaces; 3. chimneys and vent systems. **B. describe systems and components** listed in 12.1.A.1 and .2.

12.2 The inspector is NOT required to: **A. inspect:** 1. interiors of vent systems, flues, and chimneys that are not readily accessible; 2. fire screens and doors; 3. seals and gaskets; 4. automatic fuel feed devices; 5. mantles and fireplace surrounds; 6. combustion air components and to determine their adequacy; 7. heat distribution assists (gravity fed and fan assisted); 8. fuel-burning fireplaces and appliances located outside the inspected structures. **B. determine** draft characteristics. **C. move** fireplace inserts and stoves or firebox contents.

13. GENERAL LIMITATIONS AND EXCLUSIONS

13.1 General limitations

A. The inspector is NOT required to perform actions, or to make determinations, or to make recommendations not specifically stated in this Standard.

B. Inspections performed using this Standard:

1. are not technically exhaustive; 2. are not required to identify and to report: a. concealed conditions, latent defects, consequential damages, and b. cosmetic imperfections that do not significantly affect a component's performance of its intended function.

C. This Standard applies to buildings with four or fewer dwelling units and their attached and detached garages and carports.

D. This Standard shall not limit or prevent the inspector from meeting state statutes which license professional home inspection and home inspectors.

E. Redundancy in the description of the requirements, limitations, and exclusions regarding the scope of the home inspection is provided for emphasis only.

13.2 General exclusions

A. The inspector is NOT required to determine: 1. the condition of systems and components that are not readily accessible; 2. the remaining life expectancy of systems and components; 3. the strength, adequacy, effectiveness, and efficiency of systems and components; 4. the causes of conditions and deficiencies; 5. methods, materials, and costs of corrections; 6. future conditions including but not limited to failure of systems and components; 7. the suitability of the property for specialized uses; 8. compliance of systems and components with past and present requirements and guidelines (codes, regulations, laws, ordinances, specifications, installation and maintenance instructions, use and care guides, etc.); 9. the market value of the property and its marketability; 10. the advisability of purchasing the

property; 11. the presence of plants, animals, and other life forms and substances that may be hazardous or harmful to humans including, but not limited to, wood destroying organisms, molds and mold-like substances; 12. the presence of environmental hazards including, but not limited to, allergens, toxins, carcinogens, electromagnetic radiation, noise, radioactive substances, and contaminants in building materials, soil, water, and air; 13. the effectiveness of *systems installed* and methods used to control or remove suspected hazardous plants, animals, and environmental hazards; 14. operating costs of *systems* and *components*; 15. acoustical properties of *systems* and *components*; 16. soil conditions relating to geotechnical or hydrologic specialties; 17. whether items, materials, conditions and *components* are subject to recall, controversy, litigation, product liability, and other adverse claims and conditions.

B. The inspector is NOT required to offer: 1. or to perform acts or services contrary to law or to government regulations; 2. or to perform architectural, *engineering*, contracting, or surveying services or to confirm or to evaluate such services performed by others; 3. or to perform trades or professional services other than *home inspection*; 4. warranties or guarantees.

C. The inspector is NOT required to operate: 1. *systems* and *components* that are shut down or otherwise inoperable; 2. *systems* and *components* that do not respond to *normal operating controls*; 3. shut-off valves and manual stop valves; 4. *automatic safety controls*.

D. The inspector is NOT required to enter: 1. areas that will, in the professional judgment of the *inspector*, likely be dangerous to the *inspector* or to other persons, or to damage the property or its *systems* and *components*; 2. *under-floor crawlspaces* and attics that are not *readily accessible*.

E. The inspector is NOT required to inspect: 1. underground items including, but not limited to, underground storage tanks and other underground indications of their presence, whether abandoned or active; 2. items that are not *installed*; 3. *installed decorative* items; 4. items in areas that are not entered in accordance with 13.2.D; 5. detached structures other than garages and carports; 6. common elements and common areas in multi-unit housing, such as condominium properties and cooperative housing; 7. every occurrence of multiple similar *components*; 8. outdoor cooking appliances.

F. The inspector is NOT required to: 1. perform procedures or operations that will, in the professional judgment of the *inspector*, likely be dangerous to the *inspector* or to other persons, or to damage the property or its *systems* or *components*; 2. *describe* or report on *systems* and *components* that are not included in this Standard and that were not *inspected*; 3. move personal property, furniture, equipment, plants, soil, snow, ice, and debris; 4. *dismantle systems* and *components*, except as explicitly required by this Standard; 5. reset, reprogram, or otherwise adjust devices, *systems*, and *components* affected by *inspection* required by this Standard; 6. ignite or extinguish fires, pilot lights, burners, and other open flames that require manual ignition; 7. probe surfaces that would be damaged or where no deterioration is visible or presumed to exist.

14. GLOSSARY OF ITALICIZED TERMS

Automatic Safety Controls Devices designed and *installed* to protect *systems* and *components* from unsafe conditions

Component A part of a *system*

Decorative Ornamental; not required for the proper operation of the essential *systems* and *components* of a home

Describe To identify (in writing) a *system* and *component* by its type or other distinguishing characteristics

Dismantle To take apart or remove *components*, devices, or pieces of equipment that would not be taken apart or removed by a homeowner in the course of normal maintenance

Engineering The application of scientific knowledge for the design, control, or use of building structures, equipment, or apparatus

Further Evaluation Examination and analysis by a qualified professional, tradesman, or service technician beyond that provided by a *home inspection*

Home Inspection The process by which an *inspector* visually examines the *readily accessible systems* and *components* of a home and *describes* those *systems* and *components* using this Standard

Inspect The process of examining *readily accessible systems* and *components* by (1) applying this Standard, and (2) operating *normal operating controls*, and (3) opening *readily openable access panels*

Inspector A person hired to examine *systems* and *components* of a building using this Standard

Installed Attached such that removal requires tools

Normal Operating Controls Devices such as thermostats, switches, and valves intended to be operated by the homeowner

Readily Accessible Available for visual inspection without requiring moving of personal property, dismantling, destructive measures, or actions that will likely involve risk to persons or property

Readily Openable Access Panel A panel provided for homeowner inspection and maintenance that is *readily accessible*, within normal reach, can be opened by one person, and is not sealed in place

Recreational Facilities Spas, saunas, steam baths, swimming pools, exercise, entertainment, athletic, playground and other similar equipment, and associated accessories

Representative Number One *component* per room for multiple similar interior *components* such as windows and electric receptacles; one *component* on each side of the building for multiple similar exterior *components*

Roof Drainage Systems *Components* used to carry water off a roof and away from a building

Shut Down A state in which a *system* or *component* cannot be operated by *normal operating controls*

Structural Component A *component* that supports non-variable forces or weights (dead loads) and variable forces or weights (live loads)

System A combination of interacting or interdependent *components*, assembled to carry out one or more functions

Technically Exhaustive An investigation that involves *dismantling*, the extensive use of advanced techniques, measurements, instruments, testing, calculations, or other means

Under-floor Crawlpace The area within the confines of the foundation and between the ground and the underside of the floor

Unsafe A condition in a *readily accessible, installed system or component* that is judged by the *inspector* to be a significant risk of serious bodily injury during normal, day-to-day use; the risk may be due to damage, deterioration, improper installation, or a change in accepted residential construction practices

Wall Covering A protective or insulating layer fixed to the outside of a building such as: aluminum, brick, EIFS, stone, stucco, vinyl, and wood

Wiring Method Identification of electrical conductors or wires by their general type, such as non-metallic sheathed cable, armored cable, and knob and tube, etc.