

Cal Certified Inspections
A Division of Kelcon Incorporated
26600 Marigold Ct, Calabasas, CA 91302
calcertified@gmail.com
(818) 585-7436

HOME INSPECTION AGREEMENT

Client:

Property Address:

Date:

Inspection Fee:

Dear Client:

With your authorization, Cal Certified Inspections will complete a property inspection conducted in accordance with the Standards of Practice of iNACHI, a copy of which is available upon request and can be read and downloaded from the Internet at www.nachi.org, in addition to the attached Scope of Work. The inspection is that of a generalist, and has clearly defined limitations. It is performed on-site within a few hours, and does not include any warranty or guaranty. By contrast, specialist inspections take considerably longer, typically include the use of specialized instruments, could involve sampling or destructive testing, and commonly include some form of guaranty. Specialized inspections are essential to evaluate soil conditions, determine structural movement, establish the quality of air and water, or reveal the presence of harmful environmental contaminants such as contaminated or toxic drywall, radon, methane, asbestos, lead, formaldehyde, electro-magnetic radiation, molds and fungi, and other wood-destroying organisms, all of which are beyond the scope of a generalist inspection. Therefore, please be aware of the limitations of a generalist inspection: It is not a termite inspection, which may be mandated as a condition of sale and performed by state-licensed specialists. Also, it is not a code-compliance inspection and does not include any research, such as that necessary to establish boundaries, easements, or the issuance of permits, and it should not be used as a substitute for the Transfer Disclosure Statement, which the sellers are required to provide by the civil code.

Similarly, and in accordance with iNACHI standards, Cal Certified Inspections does not evaluate or endorse any components that are not visually accessible. These include: significant portions of most chimney flues, the interior of furnace heat exchangers, air-conditioning coils, subterranean or concealed ducts, pipes, conduit, and those within walls, floors, or ceilings, the slab beneath carpets, the waterproof membrane beneath roofs, balconies, or shower pans, and any component concealed by furnishings. Also, Cal Certified Inspections does not evaluate or endorse the following specific components: computerized systems, radio or remotely controlled components, central vacuum systems, alarm, telephone, cable, or intercom systems, private sewage systems, private water supply systems, water softeners, water circulating devices, water filtration or purification devices, under-sink instant water heaters, automatic sprinklers, the hermetic seal of dual-glazed windows or skylights, solar systems, fire-sprinkler systems, shut-off valves that are not in daily use, elevators, funiculars or similar mechanical means of transport, saunas, steam showers, humidifiers, electronic air cleaners, in-line duct-motors or dampers, washers and dryers, their valves and drain pipes, condensate pumps, thermostats, timers, clocks, rotisseries, refrigerators, portable or free-standing appliances, retaining walls, landscaping or landscape items, including decorative and low-voltage lighting, portable spas, fountains and ponds, barbecues, fire-pits, pool-sweep assemblies, in-line chlorinators, or similar devices dispensing bromine or ozone, and the coatings on pools, spas, countertops, fixtures, appliances, decks and walkways. In addition, Cal Certified Inspections does not endorse or guarantee the integrity of any structure or component that was built, installed or modified without appropriate permits, and which could include latent defects, or any item that may have been subject to a manufacturer's recall. Cal Certified Inspections provides is a conscientious but essentially visual inspection and evaluation, recommendations for appropriate specialist service, and any consultation that may be necessary. In return, and in consideration of the fee, you are agreeing with your signature to abide by the terms and conditions of this contract, including the following clauses that you are required to initial to indicate your consent.

I agree and understand that I have requested Cal Certified Inspections to perform a "generalist" inspection, in lieu of a "specialist" inspection that would cost more and require the services of licensed specialists.
Initials: _____

I agree and understand that I should read the entire inspection report, and follow every recommendation for service or further evaluation by a specialist and that the observations and opinions expressed within the inspection report are those of Cal Certified Inspections supersede any verbal comments.
Initials: _____

I agree and understand that if a specific component or condition is recommended by Cal Certified Inspections for service and that such service is not undertaken and documented that Cal Certified Inspections shall be held harmless for any subsequently alleged defects or deficiencies regarding that specific component or condition.
Initials: _____

I agree and understand that whereas Cal Certified Inspections may report on suspicious stains or moisture damage, they are not environmental hygienists and are not licensed or authorized to identify mold or fungi that are alleged to exist beyond a period of two full years following the date of the inspection report.
Initials: _____

I agree and understand that Cal Certified Inspections shall be held harmless for any defects or deficiencies that are alleged to exist beyond the inspection contingency period or close of escrow.
Initials: _____

I agree and understand that, with the exception of emergency measures, I will not alter, repair, replace, correct, or modify any disputed component or condition without giving Cal Certified Inspections or their representatives the right to re-inspect and evaluate.
Initials: _____

I agree and understand that any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation 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 first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.
NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION.
Initials: _____

I agree and understand that if any portion of this contract is judged to be invalid or unenforceable by any court or arbitrator that the remaining terms and conditions shall remain in effect and be binding on all parties.
Initials: _____

I agree and understand that if Cal Certified Inspections or any of its agents are found legally liable for any loss or damages due to negligence or the failure to perform obligations and/ or preparing the report or failure to provide any services in this agreement, the Company and inspector's maximum liability shall be limited to the fee of the inspection. This liability shall be exclusive, and you release us from any additional liability.
Initials: _____

Sincerely,

Greg White
Cal Certified Inspections

AUTHORIZATION

I have read and understood this contract and agree to all of the terms and conditions therein, and authorize Cal Certified Inspections to complete a "generalist" inspection of the property as described and defined in the standards of practice of the National Association of Certified Home Inspector.

Signed _____ Date _____

Email Address _____ Phone Number _____