

PRE-INSPECTION AGREEMENT

Green Valley Home Inspections
12663 5th St.
Yucaipa Ca 92399
909-913-1353

Property Address: _____

Client(s): _____

Inspection Date/Time: _____

Attendance: Buyer – Buyers Agent – Seller – Listing Agent – Tenant

Other: _____

Please read and sign this Pre-Inspection Agreement, which becomes part of the final report. This document explains the Scope of the Inspection, Limits of the Inspection, General Exclusions, Terms and Conditions, Limitations of Liability, and an Arbitration Agreement. You may call us for an explanation of this agreement or any aspect of the report which you do not fully understand.

SCOPE OF INSPECTION

The purpose of the inspection is to report the general condition of the home and identify and disclose major defects and deficiencies of the inspected systems and components which existed at the time of the inspection and which are evident to the inspector upon ordinary visual observation. Minor and cosmetic defects may be listed in the report for maintenance purposes but it is not the intent, nor will the inspection report identify and list all minor and cosmetic defects.

The inspection is intended to evaluate systems and components of the primary premises. Included with the inspection is the evaluation of primary attached garages/carports/decks/porches/patios. The inspection does not include evaluation of detached garages/carports/patios/decks or other structures unless explicitly specified.

The client is encouraged to accompany the inspector during the inspection. Client participation shall be at the client's risk for personal injury or damage to person or property for any reason or from any cause. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the client(s). The inspection report is not transferable. Systems and components to be inspected include: exposed and visible foundations and structures, exteriors, roofing, plumbing, electrical, attic, interiors, bathrooms and

kitchen, basement and crawlspaces, heating and central air conditioning, and garage or carport.

LIMITS OF THE INSPECTION

The inspection is limited to the readily accessible and visible systems, equipment and components of the home. The inspector will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions. The inspection will not include destructive testing of any kind.

GENERAL EXCLUSIONS

The following conditions are NOT within the scope of the inspection:

- 1) Water or air quality
- 2) Presence of toxic or carcinogenic matter emitted from the ground, building materials, in water or air supply or from the operation of any equipment.
- 3) Items that are obstructed, inaccessible or not in plain view.
- 4) Mold or mold type.
- 5) Animal or insect infestations.

Examples of the conditions excluded above include the presence or absence of environmental hazards, asbestos, lead paint, lead pipes, lead solder, radon, urea formaldehyde insulation, toxic wastes, polluted water, mold, or termite/pest infestation. It is the responsibility of the client to conduct further inspection by qualified consultants to disclose the presence of these contaminants and the means of remediation.

You acknowledge and agree that this Inspection and the inspection report and findings are limited in nature and scope, and that the following are outside the scope of the inspection, therefore they cannot be accurately assessed by the inspector during a limited inspection: appliances, Ancillary electrical systems (including: TV cable systems and antennas, intercom systems, lightning protection systems, playground equipment, swimming pools, hot tubs/spas, free standing heating stoves, humidifiers, air purifiers, solar systems, water softeners and filters, wells, septic systems, latent defects, adequacy of system designs, zoning or building code compliance, heating cables, fire escapes, elevator components and shafts, air-quality analysis, concealed wiring, door opening and doorbell systems, fire alarm systems, security systems, telephone systems). Basic operational testing of built-in kitchen appliances is performed (dishwasher/oven/range/microwave/garbage disposal). No determination beyond basic operation is made regarding the performance or service life of appliances.

THE INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY that the items inspected are defect-free, or that concealed defects do not or will not exist. Problems may exist even though signs of such may not be present

during the inspection. No representation is made as to how long any equipment will continue to function.

Chinese drywall Exclusion

The client specifically acknowledges that the property inspection will not and is not intended to detect, identify, disclose or report on the presence of Chinese drywall products or the actual or potential environmental concerns or hazards arising out of the existence of these products.

Client agrees to hold harmless the company and inspector harmless for any injury, health risk or damages of any nature caused or contributed to by these products.

Furthermore client acknowledges that any discussion regarding the actual or potential presence of Chinese drywall are informative in nature only and that the property inspection company do not hold themselves to be experts pertaining to the potential concerns associated with Chinese drywall.

The following are excluded from a real estate inspection:

1. Systems or components of a building, or portions thereof, which are not readily accessible, not permanently installed, or not inspected due to circumstances beyond the control of the Inspector or which the Client has agreed or specified are not to be inspected.
2. Site improvements or amenities, including, but not limited to; accessory buildings, fences, planters, landscaping, irrigation, swimming pools, spas, ponds, waterfalls, fountains or their components or accessories.
3. Auxiliary features of appliances beyond the appliance's basic function
4. Systems or components, or portions thereof, which are under ground, under water, or where the Inspector must come into contact with water.
5. Common areas as defined in California Civil Code section 1351, et seq., and any dwelling unit systems or components located in common areas.
6. Determining compliance with manufacturer's installation guidelines or specifications, building codes, accessibility standards, conservation or energy standards, regulations, ordinances, covenants, or other restrictions.
7. Determining adequacy, efficiency, suitability, quality, age, or remaining life of any building, system or component, or marketability or advisability of purchase.
8. Structural, architectural, geological, environmental, hydrological, land surveying, or solid-related examinations.
9. Acoustical or other nuisance characteristics of any system or component of a building, complex, adjoining property, or neighborhood.
10. Conditions related to animals, insects, or other organisms, including fungus and mold, and any hazardous, illegal, or controlled substances, or the damage or health risks arising there from.
11. Risks associated with events or conditions of nature including, but not limited to; geological seismic, wildfire, and flood.
12. Water testing any building, system, or component or determine leakage in shower pans, pools, spas, or any body of water.
13. Determining the integrity of hermetic seals at multi-pane glazing.

14. Differentiating between original construction or subsequent additions or modifications.
15. Reviewing information from any third-party, including but not limited to; product defects, recalls, or similar notices.
16. Specifying repairs/replacement procedures or estimating cost to correct.
17. Communication, computer, security, or low-voltage systems and remote, timer, sensor, or similarly controlled systems or components.
18. Fire extinguishing and suppression systems and components or determining fire resistive qualities of materials or assemblies.
19. Elevators, lifts, and dumbwaiters.
20. Lighting pilot lights or activation or operating any system, component, or appliance that is shut down, unsafe to operate, or does not respond to normal user controls.
21. Operating shutoff valves or shutting down any system or component.
22. Dismantling any system, structure, or component or removing access panels other than those provided for homeowner maintenance.

1. Inspect any building, system component, appliance, or improvement, not included or otherwise excluded by these Standards of Practice. Any such inspection shall comply with all other provisions of these Standards.
2. Include photographs in the written report or take photographs for Inspector's reference without inclusion in the written report. Photographs may not be used in lieu of written documentation

TERMS AND CONDITIONS:

A. The Client recognizes that this report is solely for the benefit of the Client and that any person or party designated by the Client to receive information in this report shall be subject to the TERMS AND CONDITIONS contained herein. Such designation shall be provided in writing to the inspector.

B. The client agrees that any claim arising in connection with this agreement shall be made in writing to the Company at the address above by certified mail, return receipt requested within 10 days after discovering any problem.

C. The client agrees to allow the inspection company to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the inspection company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims client may have against the Company.

D. The Client agrees that, to the extent allowed by law, any damages or breach of this contract or report are limited to the amount of the inspection fee only. Furthermore, the Client agrees to pay all attorney fees should the Client pursue a civil action against the Company, and fail to prevail.

E. The Client agrees that this agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties and supported by valid consideration.

LIMITATION OF LIABILITY AND ARBITRATION AGREEMENT:

It is understood and agreed that the Company Green Valley Home Inspections is not an insurer and that the inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The Client hereby releases and exempts the Company and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature.

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.

INSPECTION FEE: \$ _____

ACKNOWLEDGEMENT:

I, the undersigned, have carefully read the preceding Inspection Agreement and Description and fully understand and agree with the limitations, exclusions and terms described.

Client Signature: _____ Date _____

Agent for Client Signature: _____