

POOL/SPA INSPECTION AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, PLEASE READ IT CAREFULLY

Date: _____

Report #: _____

Address: _____

SCOPE OF THE INSPECTION: The pool/spa inspection to be performed for Client identified in this contract is a non-invasive visual inspection, performed for the fee set forth below, designed to identify material defects in the pool/spa components as they exist at the time of the inspection. The term material defect is defined as the presence of patent defects or material deferred maintenance of the pool/spa systems, components, or equipment. This definition specifically excludes deficiencies that are normally remedied during routine operating maintenance and, which generally do not represent a material defect of the pool or spa system.

The pool/spa inspection will be performed in accordance with the Standards of Practice of the California Real Estate Inspection Association ("CREIA") in effect at the time of this inspection. Copies of the CREIA Standards are available upon request. This pool/spa inspection is not intended to be technically exhaustive.

Inspector shall prepare a written inspection report for the sole use and benefit of Client identified in this contract. The pool/spa inspection report shall describe and identify the inspected systems, and components of the pool/spa, and shall identify material defects in those systems and components observed during the inspection. Client agrees to read the entire inspection report when it is received and shall promptly contact the Inspector with any questions or concerns client may have regarding the pool/spa inspection or the inspection report.

LIMITATIONS, EXCEPTIONS AND EXCLUSIONS: Excluded from this pool/spa inspection is any system, structure, or component of the pool/spa which is inaccessible, concealed from view, or cannot be inspected due to circumstances beyond the control of Inspector, or which Client has agreed is not to be inspected. The following are excluded from the scope of this pool/spa inspection unless specifically agreed otherwise between Inspector and Client:

1. Determining compliance with installation guidelines, manufacturers' specifications, building codes, all ordinances, regulations, covenants, zoning or other restrictions, including local interpretations thereof.
2. Obtaining or reviewing information from any third-parties including, but not limited to: government agencies (such as permits), component or system manufacturers (including product defects, recalls or similar notices), contractors, managers, sellers, occupants, neighbors, consultants, homeowner or similar associations, attorneys, real estate agents or brokers.
3. Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying or soils-related examinations.
4. Certain factors relating to any systems, structures, or components of the pool/spa, including, but not limited to adequacy, efficiency, durability or remaining useful life, costs to repair, replace, or operate, fair market value, or advisability of purchase.
5. Environmental hazards or conditions, including, but not limited to, toxic, reactive, combustible, chemicals, corrosive contaminants, wildfire, geologic or flood.
6. Dismantling of any system, structure, or component, or perform any intrusive or destructive examination, testing or analysis.
7. Systems or components of the pool and or spa that are not permanently installed.
8. Systems, structures, or components not specifically identified in the written inspection report and in the CREIA Standards.
9. Operating systems or components that have been disconnected, shut down or in the opinion of the inspector could result in damage to the pool/spa's components or systems.
10. Inspecting any below grade components or underground systems or portion thereof or pressure testing of any piping.
11. Come into contact with pool/spa water to examine the system, structure, or components.
12. Examine accessories, such as, but not limited to: fountains, water falls, diving or jump boards, ladders, slides, steps or any other recreational components including pool equipment enclosures. (pool houses/sheds)
13. Operating or evaluating, security systems, alarms, remote controls, radio controls, computer controls, low voltage electrical systems, antennas, electronic controls, key-operated switches, timers, photo-electric, motion sensing, or other such similar non-primary electric devices, components or systems.
14. Operating or evaluating, pool / spa covers, back-flushing systems, automatic water re-fills, anti vortex drains, valves, air switches, jets, pool cleaners, aerators, skimmers, chemical injection systems, water chemistry or other conditioning devices, and related components.
15. Evaluate thermostat(s) or their calibration, heating elements and solar systems.
16. Evaluating child access barrier adequacy of pool enclosures.

Inspector is a pool/spa inspection generalist and is not acting as an expert in any trade. The pool/spa inspection report may contain recommendations for further evaluation by an individual other than Inspector herein who is qualified as an expert or specialist in that specific trade or profession. If Inspector recommends consulting other specialized experts, Client agrees to do so at their own expense.

It is Client's duty and obligation to exercise reasonable care to protect themselves regarding the condition of the pool/spa, including those facts which are known to or within the diligent attention and observation of Client.

LIQUIDATED DAMAGES: It is understood and agreed by and between the parties hereto that it would be impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services as called for under this agreement, and in case of any failure to perform such services, negligence, or act or omission causing damage, and a resulting loss, Client's damages herein shall be liquidated and fixed in an amount equal to the consultation fee paid multiplied by one hundred fifty percent (150%) as liquidated damages and not as a penalty, and this remedy shall be exclusive.



THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA REAL ESTATE INSPECTION ASSOCIATION (CREIA™). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE LEGAL ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. USE OF THIS FORM DOES NOT GUARANTEE THAT THE USER IS A QUALIFIED INSPECTOR MEMBER OF CREIA. TO LOCATE A QUALIFIED CREIA INSPECTOR CALL 800/388-8443 OR WWW.CREIA.ORG © 2005 CREIA™ All Rights Reserved. CREIA IS A PUBLIC-BENEFIT, NONPROFIT ORGANIZATION.

CONTRACT INCLUDES 2 PAGES
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