



BEST PROPERTY INSPECTIONS

P.O. BOX 99813

SAN DIEGO CA. 92169

(619) 804-8111 FHA/HUD INSPECTOR # M316

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT... PLEASE READ CAREFULLY.

Client:

Address:

City/State/Zip:

Report #: To Be Determined

Subject Property

I/We (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by BEST PROPERTY INSPECTIONS, (Inspector), for my/our sole use and benefit. I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have.

Initial Here _____

STANDARD RESIDENTIAL BUYER INSPECTION AGREEMENT

SCOPE OF THE INSPECTION: The real estate inspection to be performed for Client is a non-invasive physical examination, performed for the fee set forth below, designed to identify material defects in the systems, structures, and components of the above-referenced primary building and its associated primary parking structure as they exist at the time of the inspection. A material defect is a condition that significantly affects the value, desirability, habitability or safety of the building. Style or aesthetics shall not be considered in determining whether a specific system, structure, or component is defective. The inspection shall be limited to those specific systems, structures, and components that are present and visually accessible. Components and systems shall be operated with normal user controls only and as conditions permit.

The 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. A copy of the CREIA Standards is available upon request. This inspection is not intended to be technically exhaustive. Inspector shall prepare a written inspection report for the sole use and benefit of Client. The inspection report shall describe and identify the inspected systems, structures, and components of the building and shall identify material defects in those systems, structures, and components observed during the inspection. Client agrees to read the entire inspection report when it is received and shall promptly call the Inspector with any questions or concerns client may have regarding the real estate inspection or the inspection report.

ENVIRONMENTAL CONCERNS: Client acknowledges what is being contracted for is a building inspection and not an environmental evaluation and the inspection is not intended to; detect, identify, or disclose any environmental concerns regarding the building(s) and/or adjacent property, including, but not limited to, the presence of asbestos, radon, lead, urea-formaldehyde, fungi, mold, mildew, bio-organic growth, PCBs, or any other toxic materials or substances contained in the water, air, soils, or building materials or products.

LIMITATIONS, EXCEPTIONS AND EXCLUSIONS: Excluded from this real estate inspection is any system, structure, or component of the building 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 real estate inspection unless specifically agreed otherwise between Inspector and Client:

- A. Determining compliance with installation guidelines, manufacturers' specifications, building codes, ordinances, regulations, covenants, or other restrictions, including local interpretations thereof.
- B. 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, agents or brokers.
- C. Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying or soils-related examinations.
- D. Examination of conditions related to animals, rodents, insects, wood-destroying insects, organisms, mold, and mildew or the damage caused thereby.
- E. Certain factors relating to any systems, structures, or components of the building, including, but not limited to: adequacy, efficiency, durability or remaining useful life, costs to repair, replace or operate, fair market value, marketability, quality, or advisability of purchase.
- F. Environmental hazards or conditions, including, but not limited to, toxic, reactive, combustible, corrosive contaminants, wildfire, geologic or flood.
- G. Dismantling of any system, structure, or component, or perform any intrusive or destructive examination, test or analysis.
- H. Examining or evaluating fire-resistive qualities of any system, structure or component of the building.
- I. Systems, structures, or components of the building which are not permanently installed.
- J. Systems, structures, or components not specifically identified in the written inspection report.
- K. Common areas, or systems, structures, or components thereof, including, but not limited to, those of a common interest development as defined in California Civil Code section 1351, et seq.
- L. Examining or evaluating the acoustical or other nuisance characteristics of any system, structure, or component of a building, complex, adjoining properties, or neighborhood.
- M. Operating or evaluating low voltage electrical, antennas, security systems, cable or satellite television, telephone, remote controls, radio controls, timers, intercoms, computers, photo-electric, motion sensing, or other such similar non-primary electrical power devices, components, or systems.
- N. Examining or operating any sewage disposal system or component including, but not limited to: septic tanks and/or any underground system or portion thereof, or ejector pumps for rain or waste.

Services for inspecting or evaluating the excluded items listed above may be available from Inspector for an additional fee or from specialists qualified to inspect or evaluate a particular category or item.

Inspector is a home inspection generalist and is not acting as an expert in any craft or trade. The inspection report may contain recommendations for further evaluation by an individual other than Inspector herein who is qualified as an expert or specialist. 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 himself or herself regarding the condition of the subject property, including those facts which are known to or within the diligent attention and observation of Client.

BEST PROPERTY INSPECTIONS

Contract continued

Client:

Report #: To Be Determined

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT... PLEASE READ CAREFULLY.

CONFIDENTIAL REPORT: The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the inspection report. **CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD INSPECTOR HARMLESS FROM ANY THIRD PARTY CLAIMS ARISING OUT OF CLIENT'S UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT.**

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

ARBITRATION: Any dispute concerning the interpretation of this Agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved between the parties by **BINDING ARBITRATION** conducted in accordance with the rules of the American Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry or

The parties hereto shall be entitled to all discovery rights and legal motions as provided in the California Code of Civil Procedure. The arbitrator shall apply the substantive and procedural 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.

GENERAL PROVISIONS: This inspection contract, the real estate inspection, and the inspection report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. The real estate inspection and inspection report are not a substitute disclosure for real estate transactions which may be required by law. 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 the Client discovers, or through the reasonable diligence should have discovered, the cause of action. In no event shall the time for the commencement of legal action or proceeding exceed two years from the date of the subjewct inspection. **THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.**

In the event Client discovers a material defect or other deficiency that was not identified and reported by Inspector, Client shall so notify Inspector in writing and allow Inspector and/or Inspector's designated representative to re-inspect and document the condition(s) of the material defect or deficiency prior to making any repair, alteration or replacement to said material defect or deficiency.

The written report to be prepared by Inspector shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the Inspector prior to issuance of the written report.

This Agreement shall be binding upon and insure 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.

Client acknowledges that they have read and understood all the terms, conditions and limitations of this contract and voluntarily agrees to be bound thereby and agrees to pay the fee listed below.

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 © 1999-2004 CREIA All Rights Reserved. CREIA IS A PUBLIC-BENEFIT, NONPROFIT ORGANIZATION.

Signed: _____ Date: _____

ADDITIONAL SERVICES:

Signed: _____ Date: _____

TOTAL INSPECTION FEES:

Signed: _____ Date: _____

PAYMENT:

Inspector

KEY TO THE INSPECTION REPORT

Report #: To Be Determined

This Report lists the systems and components inspected by this company. Items not found in this report are considered beyond the scope of this inspection, and should not be considered inspected at this time.

"APPEAR SERVICEABLE" means that we did not observe conditions that would lead us to believe problems existed with this system or component. The item is capable of being used. Some serviceable items may, however, show wear and tear. Other conditions if applicable, will be noted in the body of the report.

Significantly deficient systems or components will be identified as: Not functional / unsafe / worn / near end of lifespan. When in the inspector's opinion, an item is "significantly deficient", the reason will be within the body of the report.

Please read the entire report for all items .

Notice: This report contains technical information that may not be readily understandable to the lay person. Therefore, a verbal consultation with the inspector is a mandatory part of this inspection report. If you choose not to consult with the inspector, this inspection company cannot be held liable for your understanding or misunderstanding of this report's contents. If you were not present during this inspection please call the office to arrange for your verbal consultation.

KEY TO THE INSPECTION REPORT

* Items that have an asterisk next to them. This item or component warrants additional attention, repair or monitoring.

(1) Items that have a (1) next to them. The Bracketed Numbers are defined as follows:

- (1) Recommended evaluation by a qualified licensed structural engineer / geotechnical engineer.
(2) Recommend further review and repairs as needed by a qualified licensed contractor or specialty tradesman dealing with that item or system.
(3) Recommend further review for the presence of any wood destroying pests or organisms by qualified Pest Inspector.
(4) This item is a safety hazard - correction is needed
(5) Recommend upgrading for safety enhancement. This building may have been constructed before current safety standards were developed.

If you do not understand how to read this report please contact our office.

I have read and understand the Key to the Matrix Inspection Report. Client's Initials Representative/Agent's Initials

I agree to read the special "NOTICES" in each section of the report for further information concerning the limitations of this inspection. Client's Initials Representative/Agent's Initials

Present During The Inspection: Client Buyer's Agent Seller's Agent Seller

INSPECTOR : SEAN BLASIOUS

Inspection Date: Start Time: Completion Time:

The weather condition at the time of inspection was Approximate temperature during inspection

Property Information: The subject property inspected was a (an): # of units Approximate age of building: Stated by: Approximate age of roof: Stated by: Additions / Alterations to: Stated by:

NOTICE: It is always wise to check with the building department for permit information, especially if additions or alterations are noted.

IMPORTANT NOTICE TO THIRD PARTIES OR OTHER PURCHASERS: RECEIPT OF THIS REPORT BY ANY PURCHASERS OF THIS PROPERTY OTHER THAN THE PARTY(IES) IDENTIFIED ON THE CONTRACT PAGE #1 IS NOT AUTHORIZED BY THE INSPECTOR. THE INSPECTOR STRONGLY ADVISES AGAINST ANY RELIANCE ON THIS REPORT. WE RECOMMEND THAT YOU RETAIN A QUALIFIED PROFESSIONAL INSPECTOR TO PROVIDE YOU WITH YOUR OWN INSPECTION AND REPORT ON THIS PROPERTY.