

# STANDARD RESIDENTIAL INSPECTION AGREEMENT

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, PLEASE READ IT CAREFULLY**

Tarkington Home Inspections  
20200 Redwood Road, Suite 16  
Castro Valley, CA 94546

Phone 510-566-2195  
Fax 510-868-8353

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<sup>®</sup>, Inc. (ASHI<sup>®</sup>) 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

The purpose of the Standards of Practice is to establish a minimum and uniform standard for home *inspectors* who subscribe to these Standards of Practice. *Home inspections* performed to these Standards of Practice are intended to provide the client with objective information regarding the condition of the *systems* and *components* of the home as *inspected* at the time of the *home inspection*. Redundancy in the description of the requirements, limitations, and exclusions regarding the scope of the *home inspection* is provided for emphasis only. *Inspector* shall adhere to the Code of Ethics of the American Society of Home Inspectors. *Inspectors* shall *inspect readily accessible*, visually observable, *installed systems* and *components* listed in these Standards of Practice. *Inspectors* shall *report* 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. *Inspectors* shall *report* recommendations to correct, or monitor for future correction, the deficiencies *reported* in 2.2.C.1, or items needing *further evaluation*. (Per Exclusion 13.2.A.5 *inspectors* are NOT required to determine methods, materials, or costs of corrections.) *Inspectors* shall *report* reasoning or explanation as to the nature of the deficiencies *reported* in 2.2.C.1, that are not self-evident. *Inspectors* shall *report systems* and *components* designated for inspection in these Standards of Practice that were present at the time of the *home inspection* but were not *inspected* and the reason(s) they were not *inspected*.

These Standards of Practice are not intended to limit *inspectors* from: including other inspection services or *systems* and *components* in addition to those required in Section 2.2.B; designing or specifying repairs, provided the *inspector* is appropriately qualified and willing to do so; of excluding *systems* and *components* from the inspection if requested by the client.

## 3. STRUCTURAL COMPONENTS

The *inspector* shall *inspect: structural components* including the foundation and framing; by probing a *representative number of structural components* where deterioration is suspected or where clear indications of possible deterioration exist. Probing is NOT required when probing would damage any finished surface or where no deterioration is visible or presumed to exist. The *inspector* shall *describe: the methods used to inspect under-floor crawl spaces* and attics; the foundation; the floor structure; the wall structure; the ceiling structure; the roof structure. The *inspector* is NOT required to: provide any *engineering* or architectural services or analysis; offer an opinion as to the adequacy of any *structural system or component*.

## 4. EXTERIOR

The *inspector* shall *inspect: siding*, flashing and trim; all exterior doors; attached or adjacent decks, balconies, stoops, steps, porches, and their associated railings; eaves, soffits, and fascias where accessible from the ground level; vegetation, grading, surface drainage, and retaining walls that are likely to adversely affect the building; adjacent or entryway walkways, patios, and driveways. The *inspector* shall *describe: siding*. The *inspector* is NOT required to *inspect: screening*, shutters, awnings, and similar seasonal accessories; fences; geological and/or soil conditions; *recreational facilities*; outbuildings other than garages and carports; seawalls, break-walls, and docks; erosion control and earth stabilization measures.

## 5. ROOFING

The *inspector* shall *inspect: roofing materials; roof drainage systems; flashing; skylights, chimneys, and roof penetrations*. The *inspector* shall *describe: roofing materials; methods used to inspect the roofing*. The *inspector* is NOT required to *inspect: antennae; interiors of flues or chimneys that are not readily accessible; other installed accessories*.

## 6. PLUMBING

The *inspector* shall *inspect: interior water supply and distribution systems* including all fixtures and faucets; drain, waste, and vent *systems* including all fixtures water heating equipment and hot water supply *system vent systems*, flues, and chimneys fuel storage and fuel distribution *systems* drainage sumps, sump pumps, and related piping. The *inspector* shall *describe: water supply, drain, waste, and vent piping materials; water heating equipment including energy source(s) location of main water and fuel shut-off valves*. The *inspector* is NOT required to *inspect: clothes washing machine connections; interiors of flues or chimneys that are not readily accessible; wells, well pumps, or water storage related equipment water conditioning systems; solar water heating systems; fire and lawn sprinkler systems; private waste disposal systems*. The *inspector* is NOT required to determine: whether water supply and waste disposal *systems* are public or private; water supply quantity or quality. The *inspector* is NOT required to operate *automatic safety controls* or manual stop valves.

## 7. ELECTRICAL

The *inspector* shall *inspect: service drop; service entrance conductors, cables, and raceways; service equipment and main disconnects; service grounding; interior components of service panels and sub panels; conductors; overcurrent protection devices; a representative number of installed lighting fixtures, switches, and receptacles; ground fault circuit interrupters*. The *inspector* shall *describe: amperage and voltage rating of the service; location of main disconnect(s) and sub panels; presence of solid conductor aluminum branch circuit wiring; presence or absence of smoke detectors; wiring methods*. The *inspector* is NOT required to *inspect: remote control devices; alarm systems and components; low voltage wiring systems and components; ancillary wiring systems and components*. not a part of the primary electrical power distribution *system*; The *inspector* is NOT required to measure amperage, voltage, or impedance.

## 8. HEATING

The *inspector* shall open *readily openable access panels*. The *inspector* shall *inspect*: installed heating equipment; vent *systems*, flues, and chimneys. The *inspector* shall *describe*: energy source(s); heating *systems*. The *inspector* is NOT required to *inspect*: interiors of flues or chimneys that are not *readily accessible*; heat exchangers; humidifiers or dehumidifiers; electronic air filters; solar space heating *systems*. The *inspector* is NOT required to determine heat supply adequacy or distribution balance.

## 9. AIR CONDITIONING

The *inspector* shall open *readily openable access panels*. The *inspector* shall *inspect*: central and through-wall equipment; distribution *systems*. The *inspector* shall *describe*: energy source(s) cooling *systems*. The *inspector* is NOT required to *inspect* electronic air filters. The *inspector* is NOT required to determine cooling supply adequacy or distribution balance. The *inspector* is NOT required to *inspect* window air conditioning units.

## 10. INTERIORS

The *inspector* shall *inspect*: walls, ceilings, and floors; steps, stairways, and railings; countertops and a *representative number* of installed cabinets; a *representative number* of doors and windows; garage doors and garage door operators. The *inspector* is NOT required to paint, wallpaper, and other finish treatments; carpeting; window treatments; central vacuum *systems*; household appliances; recreational facilities.

## 11. INSULATION & VENTILATION

The *inspector* shall *inspect* insulation and vapor retarders in unfinished spaces; ventilation of attics and foundation areas; mechanical ventilation *systems*. The *inspector* shall *describe*: insulation and vapor retarders in unfinished spaces; absence of insulation in unfinished spaces at conditioned surfaces. The *inspector* is NOT required to disturb insulation. See 13.2.A.11 and 13.2.A.12.

## 12. FIREPLACES AND SOLID FUEL BURNING APPLIANCES

The *inspector* shall *inspect*: *system components*; chimney and vents. The *inspector* shall *describe*: fireplaces and *solid fuel burning appliances*; chimneys. The *inspector* is NOT required to *inspect*: interiors of flues or chimneys; firescreens and doors; seals and gaskets; automatic fuel feed devices; mantles and fireplace surrounds; combustion make-up air devices; heat distribution assists (gravity fed and fan assisted). The *inspector* is NOT required to ignite or extinguish fires. The *inspector* is NOT required to determine draft characteristics. The *inspector* is NOT required to move fireplace inserts and stoves or firebox contents.

## 13. GENERAL LIMITATIONS AND EXCLUSIONS

**13.1 General limitations:** The *inspector* is NOT required to perform any action or make any determination not specifically stated in these Standards of Practice. Inspections performed in accordance with these Standards of Practice: are not *technically exhaustive*; are not required to identify concealed conditions, latent defects, or consequential damage(s). These Standards of Practice are applicable to buildings with four or fewer dwelling units and their garages or carports.

### 13.2 General exclusions:

**A. Inspectors are NOT required to determine:** conditions of *systems* or *components* that are not *readily accessible*; remaining life expectancy of any *system* or *component*; strength, adequacy, effectiveness, or efficiency of any *system* or *component*; the causes of any condition or deficiency; methods, materials, or costs of corrections. *Inspectors* are NOT required to determine: future conditions including but not limited to failure of *systems* and *components*; the suitability of the property for any specialized use; compliance with regulatory requirements (codes, regulations, laws, ordinances, etc.); market value of the property or its marketability; the advisability of purchase of the property. *Inspectors* are NOT required to determine: the presence of potentially hazardous plants or animals including, but not limited to, wood destroying organisms or diseases harmful to humans including molds or mold-like substances; the presence of any environmental hazards including, but not limited to, toxins, carcinogens, noise, and contaminants in soil, water, and air; the effectiveness of any *system installed* or method utilized to control or remove suspected hazardous substances. *Inspectors* are NOT required to determine: operating costs of *systems* or *components*; acoustical properties of any *system* or *component*; soil conditions relating to geotechnical or hydrologic specialties.

**B. Inspectors are NOT required to offer:** or perform any act or service contrary to law; or perform *engineering services*; or perform any trade or any professional service other than *home inspection*; warranties or guarantees of any kind.

**C. Inspectors are NOT required to operate:** any *system* or *component* that is *shut down* or otherwise inoperable; any *system* or *component* that does not respond to *normal operating controls*; shut-off valves or manual stop valves.

**D. Inspectors are NOT required to enter:** any area that will, in the opinion of the *inspector*, likely be dangerous to the *inspector* or other persons or damage the property or its *systems* or *components*; *under-floor crawl spaces* or attics that are not *readily accessible*.

**E. Inspectors are NOT required to inspect:** underground items including but not limited to underground storage tanks or other underground indications of their presence, whether abandoned or active; items that are not *installed*; *installed decorative* items; items in areas that are not entered in accordance with 13.2.D; detached structures other than garages and carports; common elements or common areas in multi-unit housing, such as condominium properties or cooperative housing.

**F. Inspectors are NOT required to:** perform any procedure or operation that will, in the opinion of the *inspector*, likely be dangerous to the *inspector* or other persons or damage the property or its *systems* or *components*; describe or report on any *system* or *component* that is not included in these Standards and was not *inspected*; move personal property, furniture, equipment, plants, soil, snow, ice, or debris; *dismantle* any *system* or *component*, except as explicitly required by these Standards of Practice.

# ASHI STANDARDS OF PRACTICE GLOSSARY OF ITALICIZED TERMS

**Alarm Systems** Warning devices *installed* or freestanding including but not limited to smoke detectors, carbon monoxide detectors, flue gas, and other spillage detectors, and security equipment

**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* or *component* by its type or other distinguishing characteristics

**Dismantle** To take apart or remove any *component*, device, or piece 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 the *home inspection*

**Home Inspection** The process by which an *inspector* visually examines the *readily accessible systems* and *components* of a home and which *describes* those *systems* and *components* in accordance with these Standards of Practice

**Household Appliances** Kitchen, laundry, and similar appliances, whether *installed* or free-standing

**Inspect** To examine any *system* or *component* of a building in accordance with these Standards of Practice, using *normal operating controls* and opening *readily openable access panels*

**Inspector** A person hired to examine any *system* or *component* of a building in accordance with these Standards of Practice

**Installed** Attached such that removal requires tools

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

**Readily Accessible** Available for visual inspection without requiring moving of personal property, *dismantling*, destructive measures, or any action 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 removed by one person, and is not sealed in place

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

**Report** Communicate in writing

**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*

**Siding** Exterior wall covering and cladding; such as: aluminum, asphalt, brick, cement/asbestos, EIFS, stone, stucco, veneer, vinyl, wood, etc.

**Solid Fuel Burning Appliances** A hearth and fire chamber or similar prepared place in which a fire may be built and that is built in conjunction with a chimney; or a listed assembly of a fire chamber, its chimney, and related factory-made parts designed for unit assembly without requiring field construction

**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 Crawl Space** 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 to be a significant risk of 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 standards

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