

NEV-CAL Home Inspections

P.O. Box 8112 Reno, NV 89507
866-263-8225 (toll free) 775-329-8034 (local)
775-329-3082 (fax)

Member: ASHI-NACREI - California Compliant - NV License #'s ISO.0000082-RES, ISO.0001966-RES, ISO.0001970-RES

Property Address: [Click here to enter text.](#) Date of Inspection: [Click here to enter a date.](#) Time: [Click here to enter text.](#)

Client: [Click here to enter text.](#)

Inspection Agreement

(This is intended to be a legally binding contract. Please read it carefully)

SCOPE OF 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 parking structure as they exist at the time of 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. Major components evaluated are:

Foundation	Electrical	Roof	Sub-floor framing	Plumbing	Windows	Doors
Site drainage	Heating	Garage Attic	Fireplaces	Venting	Exterior	Ceilings

The inspection will be performed in accordance with the Standards of Practice of the American Society of Home Inspectors (ASHI) in effect at the time of this inspection. A copy of the ASHI Standards is available upon request. This inspection is not intended to be technically exhaustive. The written 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 call the inspector with any questions or concerns client may have regarding the real estate inspection or the inspection report.

LIMITATIONS, EXCEPTIONS AND EXCULSIONS: Excluded from this real estate inspection is any system, structure, or 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:

- Determining compliance with installation guidelines, manufacturers' specifications, building codes, ordinances, regulations, covenants, or other restrictions, including local interpretations thereof.
- 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.
- Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying, or soils-related examinations. (Only licensed engineers can conduct such evaluations.)
- Examination of conditions related to animals, rodents, insects, wood-destroying insects, organisms, mold and mildew or the damage caused thereby.
- 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.
- Environmental hazards or conditions, including, but not limited to toxic materials, mold, combustible or corrosive contaminants, wildfire, geologic or flood.

- Dismantling of any system, structure, or component, or perform any intrusive or destructive examination, test or analysis.
- Systems, structures or components of the building that are not permanently installed.
- Systems, structures, or components not specifically identified in the written inspection report.
- Common areas or systems, structures, or components thereof, including, but not limited to, those of a common interest development.
- Examining or evaluating the acoustical or other nuisance characteristics of any system, structure, or component of a building, complex, adjoining properties, or neighborhood.
- Operating or evaluating low voltage electrical, antennas, security systems, cable or satellite television, telephone, remote controls, timers, intercoms, landscape lighting, sprinkler systems, computers, photo-electric, motion sensing, or other such similar non-primary electrical power devices, components, or systems.

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

I have read and agree to the Limitations,
Exceptions & Exclusions: _____

(Contract continues on page 2)

Address: [Click here to enter text.](#)

Generalist Visual Inspection

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 the Client.

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.

DISPUTE RESOLUTION

CONTACT: Client understands and agrees that any claim for the failure to accurately report the visually discernible conditions of the subject property, as limited herein above, shall be made in writing and reported to Inspector within 10 business days of discovery. Client further agrees that Client or Client's agents, employees or independent contractors will make no alterations, repairs or replacements to the claimed discrepancy prior to a re-inspection by Inspector. Client agrees to hold Inspector harmless for any and all claims relating to conditions that are altered or repaired without said notice or inspection.

ARBITRATION: Any dispute, controversy, interpretation or claims including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation 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 to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Mediation Services. The Arbitrator shall be knowledgeable in the business of building inspections, shall have at least five (5) years experience as a home and building inspector, and be a member in good standing of the organization(s) named in this contract. An arbitrator must be selected within one (1) month's time. The accepted standard against which the inspection shall be judged is the "Standard of Practice" of the Association named above. The decision of the Arbitrator shall be final and binding, and judgment on the award be entered in any Court of competent jurisdiction. I understand that I am giving up my right to a jury trial.

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.

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 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 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. (If unsigned, delivery and payment for the inspection report shall constitute acceptance of all terms listed herein.)

Client _____ Date: _____

Client: _____ Date: _____

Inspector: Choose an item.

Date: 1/19/2013

Payment Record: Inspection Fee: [Click here to enter text.](#) Paid By: Check: Cash: Escrow:

Title Company: [Click here to enter text.](#) Escrow #: [Click here to enter text.](#)