

# COUNTYWIDE PROPERTY INSPECTIONS

9320 Willowgrove Avenue, Suite D • Santee, California 92071 • (619) 448-2874 • (888) 862-6464 • Fax (619) 448-2994

Client \_\_\_\_\_ Inspection ID#: \_\_\_\_\_

Inspection Address \_\_\_\_\_

## INSPECTION AGREEMENT

\_\_\_\_\_/ Countywide Property Inspections (collectively referred as "COUNTYWIDE") and the "Client" enter into a contract ("Inspection Agreement") for a limited visual inspection of the structure at the above address for Client's sole use and benefit. Client agrees to read this Inspection Agreement carefully and understands that Client is bound by all of the terms and conditions of this Inspection Agreement. Client further agrees that prior to close of escrow, Client will read the entire Inspection Report (and the narrative Inspection Report w/ photos, if ordered by Client) upon receipt and promptly call COUNTYWIDE with any questions or concerns Client may have. This contract applies to any additional inspections or re-inspections of the property after the date of the original inspection.

**Scope of Inspection:** The scope of the inspection shall be governed solely by the Standards of Practice of the California Real Estate Inspection Association (CREIA), available at [www.countywideinspection.com](http://www.countywideinspection.com), and as otherwise stated in this Inspection Agreement or the Inspection Report. It is a limited visual inspection of accessible systems and components suffering from a significant defect; it is not a guarantee or warranty that all defects have been discovered and/or disclosed.

### OUTSIDE THE SCOPE OF THE INSPECTION

- Building code or zoning violations; permit status of improvements.
- Geological stability, soils conditions, or site drainage.
- Structural stability from an engineering standpoint.
- Retaining walls greater than 6 feet in height.
- Pests (rodents, insects), termites or other wood destroying organisms.
- Mold, mildew, or airborne pathogens.
- Environmental hazards, e.g. asbestos, radon, lead, water quality.
- Fountains; waterfalls; ponds.
- Private water or private sewage (e.g. septic) systems.
- Water softener / purifier systems; solar heating – electrical systems.
- Operation of any: main water valve, water supply valve or gas supply valve.
- Furnace heat exchangers, propane tanks and components.
- Washers, dryers, refrigerators, portable appliances; saunas/steam baths.
- Security alarms; intercoms; fire suppression systems.
- Adequacy / efficiency of heating - air conditioning and electrical systems.
- An item's life expectancy; items subject of recalls or class action lawsuits.
- Irrigation systems and landscape lighting systems.
- Condition of detached building(s).
- Accessory structures (e.g., storage sheds, barns, etc.).
- Lifting of roof tiles or shingles
- Interiors of components unless access is via readily removable service panels.
- Inaccessible areas obscured by carpeting, rugs, furniture, soil, vegetation, etc.
- How well or efficient an appliance, component or system operates.
- Moving personal property (e.g., furniture, rugs, storage, boxes, clothing, drapes, blinds)

**Thermal Imaging – Scope and Limitations:** Client and Countywide agree that Countywide shall perform a limited thermal imaging scan ("scan") of the interior of the structure on the following terms and conditions: (i) the scan shall be for the purpose of helping the inspector identify areas where, based upon Inspector's experience, water intrusion can occur; (ii) the scan is not a guarantee that any and all abnormal moisture conditions will be located; (iii) the thermal-imaging scan will be limited in scope by the scanning equipment and conditions existing at the time of the inspection; (iv) no scan shall be made of areas that are not readily inaccessible; and (v) the scan will not predict leaks nor flag prior leaks, nor does it act as a moisture meter.

**Finality of Report's Written Findings:** Client agrees and acknowledges that the contents of the Inspection Report shall be deemed the final and exclusive findings regarding any flagged deficiency (indicated by a check-marked box or a circled #1 or #2). Client further understands and agrees that as to verbal statements made by the Inspector regarding the inspection results, (i) the Inspection Report's written findings shall govern and supersede over any alleged conflicting verbal statements made by the Inspector, and (ii) Client will not rely on any such verbal statements in any decision made by Client to forego obtaining further evaluation of a flagged deficiency.

**Choosing What Recommendations to Follow:** Client acknowledges that the inspector does not assign special significance to nor prioritize any of the reported deficiencies. Each client's budget is different; and the inspector cannot know what defects will be considered significant by each client. For these reasons, *Client should consider all defects "significant" and take appropriate steps prior to lapse of any contingency period or close of escrow to obtain repair evaluations and quotes.*

**Repair Recommendations:** Should COUNTYWIDE suggest a way to remedy a flagged deficiency, Client understands that any such suggestion is not intended to be an exclusive remedy; nor does it eliminate or supersede the Inspection Report's written recommendation for further evaluation of the deficiency by a third party specialist, which Client is urged to follow in any case.

**Limitation of Liability:** As to any of the Inspection Report's recommendation for further evaluation of a flagged deficiency by a specialty contractor, termite inspector, or by an engineer (indicated by a check-marked box or a circled #1 or #2), Client agrees to obtain such further third party evaluation prior to expiration of Client's contingency period and/or close of escrow. Client's failure to obtain such further evaluation shall absolve COUNTYWIDE from liability from all claims involving the deficient system or component, *including undisclosed defects of the system or component which would be detected in connection with the specialty contractor's or engineer's evaluation.*

**Claim Filing Deadlines:** No legal action or proceeding may be brought against COUNTYWIDE or its officers, agents, or employees more than one year from the date Client discovers, or through exercise of reasonable diligence should have discovered, the cause of action or deficiency. In no event shall the time for commencement of a legal action exceed two years from the date of the subject inspection. This time period is shorter than otherwise provided by law.

**Notification Prior to Making Repairs:** Should Client later discover that a component or system requires repair or replacement and Client questions the competency of the inspection, Client shall, prior to repair or replacement: (i) promptly notify COUNTYWIDE in writing of this and (ii) allow COUNTYWIDE to reinspect the component or system in question. Should Client repair or replace the component or system before such notification and reinspection, Client hereby agrees that COUNTYWIDE is thereby released and absolved of all liability or responsibility as relates to said component or system.

**MOLD:** COUNTYWIDE shall not inspect for, nor report the presence of, mold; consequently, no claim shall lie against COUNTYWIDE for mold related remediation costs, Injury or damage if any is subsequently incurred or sustained. A third party mold inspection is recommended if you wish to rule out the presence of mold in the structure - particularly if any moisture intrusion or water related problems are reported (e.g. leaks, stains, faulty grade, missing caulking, etc.)

**Miscellaneous Provisions:** (i) This Inspection Agreement shall be binding upon and be for the benefit of the parties, their heirs, successors, assigns, and agents of whatever kind; (ii) should a court determine that any portion of this contract is void, voidable or unenforceable, the remaining portions thereof shall remain in full force and effect; (iii) this Inspection Agreement constitutes the entire agreement between the parties regarding the matters set forth herein – no oral agreement, modification, or amendment shall be valid or binding unless it is in writing and signed by both parties. (iv) Notice to Third Parties: The Inspection Report is for the sole benefit and reliance of Client, and is neither transferable nor may it be relied upon by any party other than Client.

Escrow \_\_\_\_\_ CC \_\_\_\_\_

Inspection Fee \$ \_\_\_\_\_ Check \_\_\_\_\_ Cash \_\_\_\_\_

Unless COUNTYWIDE is otherwise instructed by Client, Client hereby authorizes COUNTYWIDE to make the Inspection Report available to (i) the Client's R.E. Agent (ii) the Seller and (iii) the Seller's R.E. Agent.

**TO CLIENT WHOSE R.E. AGENT OR OTHER PERSON HAS SIGNED THIS CONTRACT ON YOUR BEHALF:** By making payment of the inspection fee and/or by your receipt of the Inspection Report, you thereby confirm and acknowledge to COUNTYWIDE that such person signing on your behalf had your permission to sign this Agreement and to bind you to the terms of this Agreement.  
**TO R.E. AGENT OR OTHER INDIVIDUAL SIGNING THIS AGREEMENT:** In signing this Agreement, you warrant and represent to COUNTYWIDE that you have the authority and Client's express permission and consent to sign this Agreement on Client's behalf and to proceed with the inspection.  
**TO ESCROW:** Client hereby authorizes you to release any billing or status information to COUNTYWIDE.

Client understands and accepts the terms of this Inspection Agreement (even if signed subsequent to the inspection).

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED: \_\_\_\_\_