



SUMMER STREET INSPECTIONS

SummerInspect.com

• General Contractors • Member, American Society of Home Inspectors

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CONTRACT FOR HOME INSPECTION

The party signing below ("Client") hereby engages Paul A. Rude, dba Summer Street Inspections ("Inspector"), to perform a limited visual inspection of a home at the following address:

City: _____

Scope of the Inspection. The inspection is a *visual* examination of *readily accessible, installed* components, subject to the limitations below. It is conducted according to Standards of Practice of ASHI®, the American Society of Home Inspectors (the "Standards"), as further specified in this contract. It includes *samples* of multiple components such as windows, smoke detectors, and electrical outlets, but does not include every such item.

"Readily Accessible" means visible without dismantling any building component and without moving furnishings, landscaping, or personal property. Inspector adheres to the **ASHI® Code of Ethics.**

The Inspection Report. Unless directed otherwise by Client, Inspector will prepare and deliver to Client a written report describing components that in Inspector's judgment are significantly deficient, unsafe, or near the end of their service lives, along with recommendations either to correct such conditions, monitor them for future action, or obtain further evaluation from other professionals. Where not self-evident, the report shall explain the impact of deficiencies. Inspector is **NOT** required to specify methods or **costs of corrections.** The report is a general review of the property, not a full analysis of any component or system. *It is not intended to identify every defect or hazard.* The report shall be the final and exclusive findings of Inspector. It describes conditions visible at the time of the inspection. Inspector offers no warranty against defects that appear later or against personal injury from any cause to Client or any other party.

Waiver of Report. *By initialing here, Client directs Inspector NOT to issue a written report and to discard all notes after 7 days, and agrees that no claim for any alleged error or omission shall be enforceable. Client may rescind this waiver by notifying Inspector in writing within 7 days of the inspection that a report is required, and paying the balance of fees.* **Client's initials:** _____

Fee. The inspection fee shall be \$_____ / \$_____ per hour, **payable at the inspection.**

Structural Components. Inspector examines accessible portions of foundations and framing and probes a sample of components where indications of deterioration exist. Probing is **NOT** required where it would damage a finished surface or where no deterioration is visible. Inspector does **NOT** provide engineering or architectural analysis.

Exterior. Inspector will examine siding, flashings, and trim; exterior doors; attached or adjacent decks, balconies, porches, stairs, walkways, patios, driveways, and associated railings; eaves accessible from the ground; vegetation affecting the house; surface grading and drainage; and retaining walls where failure could affect the house. Inspector is **NOT** required to examine shutters, awnings, screens, and other accessories; fences; recreational equipment; outbuildings other than garages and carports; seawalls, docks, or other marine facilities; erosion control or soil stabilization features.

Roof. Inspector examines roofing materials; flashings; roof drainage; skylights, and roof penetrations. The report shall describe the roofing and the methods used to inspect it. Inspector carries a 16-foot ladder. Roofs too high to reach with this ladder; roofs that in Inspector's opinion are too steep, slippery, or otherwise unsafe to walk on; and roofs covered with materials that may break when stepped on will be inspected from the ground with binoculars, from windows, etc. Further inspection of inaccessible roofs is available at extra cost. Inspector does **NOT** examine antennas, TV dishes, or similar accessories.

Plumbing. Inspector examines the interior water supply and distribution system including fixtures; the drain, waste, and vent system; water heating and hot water supply system; drainage pumps, and related piping. The report shall describe the water supply, drain, waste, and vent materials; water heating equipment including energy sources; location of main water and fuel valves. Inspector is **NOT** required to examine clothes washer connections; wells, pumps, or other private water supply equipment; water conditioning systems; solar water heating systems; fire sprinkler systems; irrigation systems; septic tanks and

other private waste disposal systems. Inspector is **NOT** required to determine whether water supply and waste disposal systems are public or private, evaluate water supply quantity or quality, or operate automatic controls.

Heating, AC, & Mechanical. Inspector examines installed heating and air conditioning equipment through readily removable access panels. Inspector examines accessible ducts, vents, flues, and chimneys, fuel storage and distribution systems, and shall identify energy sources. Inspector is **NOT** required to examine humidifiers or dehumidifiers; electronic air filters; solar heating systems; window air conditioning units, or interiors of flues or chimneys that are not readily accessible. Inspector does **NOT** evaluate heating or cooling adequacy or uniformity or to examine heat exchangers. *Inspector offers no warranty against defects in heat exchangers.*

Electrical. Inspector examines service conductors and equipment; main disconnects; service grounding; interiors components of panels where covers can readily and safely be removed; wiring conductors; overcurrent protection devices; a *sample* of installed light fixtures, switches, receptacles, and ground fault circuit interrupters. The report shall describe the rating of the service; the location of main disconnect(s) and subpanels; presence of solid conductor aluminum branch circuit wiring; presence or absence of smoke detectors; and wiring methods. Inspector does **NOT** examine remote control devices; alarm equipment; low voltage wiring components; telephone or other communications equipment, or ancillary components not a part of the primary electrical system.

Interiors. Inspector examines walls, ceilings, floors; steps, stairways, and railings; countertops and a sample of installed cabinets; a sample of doors and windows; garage doors and operators. Inspector is **NOT** required to examine paint, wallpaper, and other finishes; carpeting; window treatments; central vacuums; household appliances; or recreational facilities.

Insulation & Ventilation. Inspector examines and the report describes insulation and vapor barriers in unfinished spaces; ventilation of attics and foundation areas; and mechanical ventilation systems. Inspector will report the absence of insulation at conditioned surfaces in unfinished spaces. Inspector is **NOT** required to disturb installed insulation.

Fireplaces & Solid Fuel Appliances. Inspector shall inspect and describe system components, chimneys and vents. Inspector is **NOT** required to inspect interiors of flues or chimneys; fire screens and doors; seals and gaskets; automatic fuel feed devices; mantles and fireplace surrounds; combustion make-up air devices; gravity or fan-assisted heat distribution accessories; **NOR** to ignite or extinguish fires; determine draft characteristics; or move fireplace inserts, stoves, or firebox contents.

CLIENT'S DUTY: Client agrees to read the entire report and promptly contact Inspector with any questions or concerns regarding the inspection or the report. Client acknowledges that Inspector is a generalist and that further investigation by appropriate specialists may affect Client's decisions regarding a purchase or other transaction. Client agrees to obtain further evaluation of reported conditions before removing any investigation contingency and prior to the close of escrow. In the event Client learns of a reportable condition not reported by Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or his 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.

Exclusions and Limitations

General limitations. The inspector is **NOT** required to perform any act or make any determination not specifically stated in the Standards of Practice. The Inspection is not technically exhaustive and Inspector is **NOT** required to identify concealed conditions, latent defects, or consequential damages. Inspector is **NOT** required to determine the remaining life expectancy of any system or component; the cause of any condition or deficiency; future conditions including but not limited to failure of systems and components; the suitability of the property for any specialized use; the value of the property or its marketability; or the advisability of purchase or other transaction.

Concealed Components and Areas. Any component or area not visible at the time of inspection is excluded. This exclusion applies to but is not limited to buried or concealed components such as sewers, septic tanks, storm drains, wells, foundation footings, buried fuel tanks, and underground utilities; wiring, plumbing, insulation, structural elements, or other components concealed by finished walls; areas concealed by furnishings, draperies, floor coverings, personal property, or landscaping plants; areas accessible only through other properties; and locked rooms or other spaces.

Engineering. Inspector is not responsible for any determination requiring engineering. This applies to but is not limited to evaluating the adequacy of soils, foundations, seismic reinforcement, retaining walls, beams, cantilevers, and other structural components.

Testing. Inspector does not perform tests or calculations to determine the adequacy of any system or component. This exclusion applies to but is not limited to load calculations for electrical services or circuits; measurements of resistance, voltage, or other electrical parameters; measurement of pressure or flow at plumbing fixtures; testing of chimneys for draw; testing for leaks in drains, gas pipes, downspouts, or other pipes; testing furnace heat exchangers; and measurement of the flow of heated or conditioned air.

Geologic, Seismic, and Flood Hazards. Inspector is not responsible for identifying any geologic or seismic hazard; locating the property relative to earthquake faults or landslide zones; or determining whether the property is subject to flooding. Client should contact local authorities or consult a current geologic hazards report for information on these topics.

Codes and Regulations. The inspection is not an evaluation of compliance to building codes, zoning laws, or other regulations. A "code inspection" can be performed only by an agent of the local building department.

Plans and Specifications. Inspector is not responsible for determining whether the structure complies with plans or specifications. Client should consult the architect, engineer, or other design professional on this topic.

Boundaries. Inspector is not responsible for locating property lines, easements, setbacks, or other boundaries.

Appliances and Auxiliary Systems. The following are excluded: swimming pools, ponds, spas, saunas, and whirlpool bath equipment; water filters; security alarms; communications systems such as telephone, audio wiring, and intercoms; play or recreational equipment; and irrigation systems. Appliances are excluded except that Inspector will verify a source of power.

Recalls of Equipment. Unless agreed otherwise in writing, and subject to additional fees, Inspector is not responsible for identifying appliances or equipment recalled for safety reasons or defects. For information on this topic, contact the U.S. Consumer Product Safety Commission: www.cpsc.gov.

Fire Safety. Inspector does not examine or test fire escapes, sprinklers, extinguishers, or similar equipment. Client should contact the local fire department for an evaluation of fire safety on the property.

Solar Equipment. The inspection does not cover solar heating, water heating, solar electrical equipment, or similar systems.

Attics and Crawl Spaces. Except as agreed under separate contract and subject to additional fees, Inspector does not enter unfinished attics; attics are examined with a light from the access opening. Inspector will not enter spaces with less than 18 inches between floor framing and soil. Inspector reserves the right not to enter any space that is wet, unsanitary, or hazardous.

Outbuildings. Unless agreed in advance, the inspection does not include any structure not an integral part of the house, with the exception of one garage used primarily for vehicles. Detached buildings, including garages converted to other uses, will be inspected at additional cost if requested.

Utility Controls. Inspector does not operate water or gas supply valves, other than those normally used by occupants at fixtures. Inspector will not operate circuit breakers or fuse controls except when needed to restore power accidentally interrupted in the course of inspection.

Environmental Conditions. The inspection does not include identification of hazardous materials, including but not limited to asbestos, lead, radon, or carcinogens; or evaluation of environmental conditions such as soil, air, or water pollution, odors, noise, electromagnetic forces (EMF), or any form of radiation.

Molds and Fungi. Inspector is not qualified to identify molds, fungi, or other harmful organisms. Client shall indemnify and hold Inspector harmless from any claim of injury, loss, or damage arising from the presence or effects of such organisms. For evaluation of biohazards, Client should consult an environmental health specialist.

Structural Pests. Inspector is not a licensed structural pest inspector and is not responsible for identifying structural pests or damage. Client should retain a licensed structural pest control firm to inspect the property and issue a report on the condition of wood components and the status of any infestations.

Security. Inspector is not responsible for locking or securing any portion of the premises, arming any security system, or for the movements or activities of other persons or animals. Inspector offers no warranty as to the likelihood of burglary, arson, trespassing, vandalism, or other criminal acts.

Repairs. In the event that Inspector causes incidental damage in the course of activities which might be performed in normal occupancy, and if Client or the property owner requires repair, Client shall reimburse Inspector for the full cost of such repair. This clause applies to but is not limited to windows that break when opened, rusted gutters or plumbing that leaks when touched, light fixtures that fall when touched, etc.

Equipment. Ladders and equipment brought to the inspection are solely for Inspector's use. Inspector offers no warranty as to their safety. Client shall indemnify and hold Inspector harmless from any claim of personal injury or property damage arising from the use of Inspector's equipment by Client or by any third person.

Courtesy Observations. As a courtesy, Inspector may identify conditions outside the scope of inspection as defined here. This shall not be interpreted as an obligation to identify all such conditions. This clause applies to but is not limited to identification of potentially hazardous materials, code violations, and recalled equipment.

Condominiums and TICs. Inspections of condominiums and TIC units are limited to the interior of the unit plus private areas such as patios and decks. In buildings up to 2 stories and up to 6 units, inspection of the following is available at additional cost: those portions of the roof, exterior, basement, and subarea that are accessible without passing through other private spaces; and electrical, gas, and water service equipment for the building. All other facilities are excluded unless specified in writing. In larger buildings, this exclusion applies to, but is not limited to, the roof, exterior walls, foundation and other structural elements, drainage, utility services, and common water heating and space heating systems.

Terms and Conditions

Exclusive Use. The inspection report is for Client's sole, confidential, and exclusive use.

Seller's Disclosure. The report is not a substitute for a Seller's disclosure statement and does not lessen Seller's obligation to disclose defects, regardless of whether such defects are visible at the time of inspection.

Inspector's Liability. Inspector's liability for errors and omissions shall be limited to \$2,000.00 or twice the inspection fee, whichever is less, unless an Intensive Inspection is specified under separate contract.

Non Payment. No claim against Inspector shall be enforceable if Client fails to pay inspection fees in full.

Severability. In the event that a court of law determines that any provision of this contract is unenforceable, the court shall enforce all other provisions as if the unenforceable provision were not included.

Attorney's Fees. If Client(s) initiates any claim against Inspector because of an alleged error, omission, or other act related to the inspection or the report, and if Client does not prevail, Client shall be liable for the full amount of Inspector's attorney's fees and other legal expenses in defending the claim.

Time Limit on Claims. No claim against Inspector for any alleged error or omission shall be enforceable if Inspector is not notified in writing of the claim, by certified mail at the above address, within one year from the date of the inspection, or within such time as may be specified by law.

Discovery. Inspector and his representatives shall have the right to enter and inspect the premises and to examine all evidence relevant to any claim against Inspector. If Client causes any defect to be concealed before Inspector has been given reasonable opportunity of discovery, any related claim shall be unenforceable.

Testimony or Deposition. In the event that Inspector is called to testify in court or to participate in a deposition in any action related to or arising from his services relative to the Property, Client shall reimburse Inspector for time required to comply with requirements of the court at a rate of \$200.00 (Two hundred dollars) per hour, plus reasonable expenses. All time related to Inspector's appearance, including travel, preparation of documents, phone calls, etc. will be charged at this rate. Fees shall be due and payable at the time of his appearance. Inspector has the right to require a deposit prior to appearance. This clause shall be effective regardless of which party orders Inspector's appearance. This clause shall not apply to any action or dispute solely between Client and Inspector.

Disputes. Any controversy or claim arising from Inspector's services or regarding the interpretation of this contract shall first be subject to mediation. The party originating a claim shall notify the other in writing. Claims not settled in mediation within 45 days of the initial notice, and not exceeding \$5,000.00, shall be submitted to the Small Claims court having jurisdiction. Claims exceeding \$5,000.00 shall be settled by binding arbitration under the Expedited Dispute Settlement procedures of Construction Arbitration Services, Inc. A copy of the procedures is available on request. Judgment rendered by the Arbitrator(s) may be entered in any court having jurisdiction.

Acceptance. I hereby accept the terms and conditions of this contract, warrant that I am authorized to accept them on behalf of any other interested party, and warrant that I have secured all approvals necessary for Inspector's entry to the property.

Signed, _____ Printed name _____ Date _____

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