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866.992.2992

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

**SCOPE OF THE INSPECTION:** With your authorization, Marc Mazza Inspections will complete a property inspection conducted in accordance with the standards of practice of InterNACHI, International Association of Certified Home Inspectors, a copy of which is available upon request and can be downloaded from the internet at [www.nachi.org](http://www.nachi.org). The inspection is that of a generalist and the inspector is not acting as an expert in any craft or trade. 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 or 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. It is performed on-site within a few hours, and does not include any warranty or guaranty. This inspection is not intended to be technically exhaustive. By contrast, specialist inspections take considerably longer, typically include the use of specialized instruments, could involve sampling or destructive testing, and commonly include some form of guaranty. Specialized inspections are essential to evaluate soil conditions, determine structural movement, establish the quality of air and water, or reveal the presence of harmful environmental contaminants such as radon, methane, asbestos, lead, formaldehyde, electro-magnetic radiation, molds, fungi, and other wood destroying organisms, all of which are beyond the scope of a generalist inspection. 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 the inspector recommends consulting other specialized experts, client agrees to do so at their own expense.

**LIMITATIONS, EXCEPTIONS AND EXCLUSIONS:**

Excluded from this inspection is any system, structure or component of the building which is visually inaccessible, concealed from view or cannot be inspected due to circumstances beyond the control of the inspector. These include significant portions of most chimney flues, the interior of furnace heat exchangers, evaporative coils, air conditioning condensers, subterranean or concealed ducts, pipes, conduits, and those within walls, floors or ceilings, the slab beneath carpets, the waterproof membrane beneath roofs, balconies, shower pans and any components concealed by furnishings, vegetation, or occupant's belongings.

Dismantling of any system, structure, or component, or perform any intrusive or destructive examination, tests or analysis is excluded from the inspection.

This inspection excludes geotechnical, engineering, structural, architectural, geological, hydrological, land surveying or soils-related examinations.

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 are excluded from this inspection.

Excluded from this inspection are systems, structures or components of the building which are not permanently installed.

Systems, structures or components not specifically identified in the written inspection report are excluded.

Examining or evaluating the fire-resistive qualities of any system, structure or component of the building is excluded.

Environmental hazards or conditions, including, but not limited to toxic, reactive combustible, corrosive contaminants, asbestos, wildfire, geologic or flood are excluded from this inspection.

It is not a termite inspection, which is mandated and is a condition of sale and performed by a state licensed specialist. Examinations of conditions related to animals, rodents, insects, wood destroying insects, organisms, mold and mildew or the damage caused thereby are excluded from this inspection.

Excluded from this inspection is determining compliance with installation guidelines, manufacturer's specifications, building codes, ordinances, regulations, covenants, or other restrictions, including local interpretations thereof. It is not a code compliance inspection and does not include any research, such as that necessary to establish boundaries, easements, or the issuance of permits and should not be used as a substitute for the TDS Transfer Disclosure Statement which the sellers are required to provide by civil code.

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, attorney, agents or brokers is excluded.

Common areas, or systems, structures, or components thereof, including but not limited to, those of a common interest development as defined in CA Civil Code section 1352, et seq. are excluded from this inspection.

Examining or evaluation the acoustical or other nuisance characteristics of any system, structure, or component of a building, complex, adjoining properties, or neighborhood are excluded from this inspection.

Operating or evaluating low voltage electrical antennas, security systems, cable or satellite television, telephone, radio or remote controls, central vacuum, timers, intercoms, computerized systems, photoelectric, motion sensing, or other such similar non-primary electrical power devices, components or systems, private sewage systems, private water supply systems, water softeners, water circulating devices, water filtration or purification devices, automatic sprinklers, hermetic seal of dual-glazed windows, skylights, solar systems, fire-sprinkler systems, shut-off valves that are not in daily use, elevators, dumb-waiters, funiculars or other similar means of transport, saunas, steam showers, humidifiers, electronic air cleaners, in-line duct motors or dampers, washers and dryers, their valves and drain pipes, condensate pumps, thermostats, timers, clocks, rotisseries, refrigerators, portable or free standing appliances, whole house fans, retaining walls, landscaping or landscape items including low voltage or decorative lighting, portable spas, fountains, ponds, barbecues, fire pits, pool-sweep assemblies, in-line chlorinators, or similar devices dispensing bromine or ozone, coatings on pools, spas, countertops, fixtures, appliances, decks and walkways are excluded from this inspection.

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 is excluded from this inspection.

Mazza Inspections does not tacitly endorse or guarantee the integrity of any structure or component that was built or installed without permit, and which could include latent defects, or any item that may have been subject to a manufacturer's recall.

Inspection of in ground pools and spas is limited to external components only. Underground piping and structural components are not visible for examination. Our inspection does not include leak detection within the pool shell or plumbing. Pool equipment is not dismantled for inspection and tested only by user controls available to the inspector. Remote control devices are not used to test equipment.

The use of infrared in the inspection is not 100% accurate. When used to inspect electrical panels, the purpose is to detect anomalies before they are able to manifest themselves. When scanning a ceiling or wall for moisture, items within the ceiling / wall may offer "false positives". IR should **never** be relied upon as a sole conclusion to any potential issue. Infrared, at all times should be followed up with a more advanced form of troubleshooting by a licensed contractor, which may include destructive testing.

**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 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 Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Inc., and that the parties shall select arbitrator who is familiar with the home inspection industry. 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.

**Liquidated Damages:** It is understood and agreed by and between the parties hereto that the inspector and inspection company is not an insurer, that payment for the subject inspection is based solely on the value of the services provided by the inspector and inspection company in the performance of the inspection and production of the inspection report as described herein, that it is impracticable and extremely difficult to fix the actual damage, if any, which may result from a failure to perform such services, and in case of failure to perform such services and a resulting loss. Client's damages herein shall be liquidated and fixed at the maximum amount equal to 200% of the inspection fee as liquidated damages, and not as a penalty, and this remedy shall be exclusive.

**General Provisions:**

The 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 the 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 after the date of the subject inspection. Time is expressly of the essence herein. 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 the inspector, Client shall so notify Inspector in writing, within no more than 10 days of discovering the defect, 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. In the event that the defect is not reported within 10 days of discovery, company shall have no liability or responsibility whatsoever.

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 inure to the benefit of the parties hereto and their heirs, successors and assigns.

This agreement constitutes the entire written 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 a third party, the person executing the 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.

**The written report will not be released to the Client without signed contract and fee is paid in full for the inspection. In the event that a check is returned for non-sufficient funds, payment is stopped or not received, the inspection will be considered null and void.**

I have read, understand and agree to the Scope of the inspection \_\_\_\_\_ Initials

I have read, understand and agree to the Limitations, Expectations and Exclusions \_\_\_\_\_ Initials

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.

Property Inspection     Pool Inspection     Infrared Inspection     Commercial Inspection     Consultation

Report # \_\_\_\_\_ Inspection Fee \_\_\_\_\_

Client \_\_\_\_\_

Client Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Property Address \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Inspector Signature \_\_\_\_\_ Date \_\_\_\_\_

