

Rick Daniel Home Inspections
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HOME INSPECTION ORDER FORM AND AGREEMENT

A member of the International Association of Certified Home Inspectors (InterNACHI) prepared this order/agreement form.

Ver.06-21-21

CLIENT'S INSPECTION REQUEST STATEMENT

I, being the client identified here, do request the property identified below to be inspected by Rick Daniel Home Inspections. I have read and understand the terms and nature of the inspection as identified on the accompanying and/or associated pages, and agree to those terms and the fee listed by signing, or by having my agent sign this contract in the appropriate space located at the end of this document. I also acknowledge the opportunity to review the International Association of Certified Home Inspectors (InterNACHI) Standards of Practice, located on the World Wide Web at www.NACHI.org having been made aware that these Standards of Practice establish the criteria by which this inspection is conducted.

***Your Name:** _____ **Order Date:** _____

***Client's Name:** _____

***Inspected Property Street Address:** _____

***City:** _____ ***Year Built:** _____ ***Square Footage:** _____

Check all appropriate items:

- Occupied Full Time Occupied Part time Vacant Furnished Unfurnished
- Electric "On" Electric "Off" Water "On" Water "Off" Gas/Propane "On" Gas/Propane "off" No Gas
- Garage "None " Garage "Attached" Garage "Detached" (an additional \$30 fee applies to "Detached" buildings)

Additional Living Spaces? (Multiple Dwellings, Multiple Tenants) Check all that apply. Additional Fees apply to MTU's

- None There are multiple living quarters in the same building (ie: duplex, triplex, apartments)
- There are multiple buildings with separate living quarters.

How Will I Gain Access to the Property?

Additional Notes:

BUYER INFORMATION

Buyer's Name: _____ **Phone:** _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Buyer's Agent: _____ **Phone:** _____

Agency Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____

SELLER INFORMATION

Seller's Name: _____ **Phone:** _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Seller's Agent: _____ **Phone:** _____

Agency Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____

BILLING INFORMATION

Method Of Payment:

Full Price To Be Billed to an Escrow Account, Billed to the Client paid by Credit Card

Paid Direct The Client on the day of the inspection (\$50 discounts off the base fee for cash)

To Be Determined by Inspector

Title Company: _____ **Phone:** _____

Escrow Officer: _____ **Escrow #:** _____

Escrow Officer Email: _____

Title Company Mailing Address: _____

City: _____ State: _____ Zip: _____

PLEASE READ ALL PAGES CAREFULLY BEFORE SIGNING

TERMS AND NATURE BY WHICH THE ABOVE LISTED PROPERTY IS INSPECTED

By signing this agreement, the Client or Client's representative warrants that they have carefully read the Agreement, understand and accept that they are bound by the terms as expressed herein and as further described in the Standards of Practice as established by the International Association of Certified Home Inspectors (InterNACHI).

1. The home inspection to be performed consists of non-intrusive, primarily visual observations of the readily available systems, equipment and components of the residential structure identified above. The inspection is not technically exhaustive. The inspection is designed to identify material physical deficiencies in the systems, equipment and components, as they exist at the specific time of the inspection, and that are readily accessible nor obstructed from view or concealed because of snow, debris, soil, walls, carpets, ceilings, furnishing or any other thing, or have NOT been excluded by the International Association of Certified Home Inspectors (InterNACHI) Standards of Practice. <http://www.nachi.org>

2. The inspector is an expert generalist and not acting as an expert in any SPECIFIC craft or trade. The inspector may make recommendations in the inspection report for further evaluation by an individual(s) who is an expert or specialist in one or more specific systems, equipment or components..

3. Any systems and components operated during the inspection will be identified in the inspection report, and shall be operated using only normal user controls and as conditions permit. Testing, measuring, or preparing calculations for any system or component to determine adequacy, efficiency, capacity, or compliance with any standard is generally outside the scope of this contract except where basic tools may be employed (ie. thermostats, moisture detector, outlet tester) to gather general information viewed to be beneficial to the client.

4. The work product resulting from the completion of the inspection will be a written inspection report. The inspection includes only those systems, equipment and components identified in the inspection report. The inspection report shall be considered the final and exclusive findings of the inspector regarding the inspection of the building. The Client shall not rely on any oral statements made by the inspector prior to the issuance of the inspection report.

5. This inspection and the inspection report are performed for the sole, confidential and exclusive use and benefit of the Client. The Client agrees to read the entire inspection report when it is received and shall promptly call the inspector with any questions or concerns the Client may have.

6. The inspection contract, the inspection and the inspection report do not constitute a warranty, guarantee or insurance policy of any kind, expressed or implied, nor is it a substitute for real estate transfer disclosures which may be required by law.

7. In the event the Client discovers a material physical deficiency in a component, system or equipment of the building that was not identified and reported by the inspector, the Client shall notify the inspector and allow the inspector the opportunity to re-inspect and document the condition(s) of the deficiency prior to making any repair, alteration, or replacement to the deficiency in question.

8. The following areas/items, systems and components are among those NOT included in the inspection:

- Building code or zoning ordinance violations, boundaries, easements or rights of way
- Permit or public records research
- Geological stability or soils conditions or structural stability or engineering analysis or testing
- System or component installation guidelines or manufacturer's specification or system or component life expectancy
- All wood-destroying organisms
- Conditions related to animals, rodents, insects, or other pests, dry-rot or fungus, mold, mildew or the damage caused thereby
- Latent or concealed defects, floor cracks, and all underground components
- Gas leaks, asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, PCB's, or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites, or other environmental or health-hazards, odors or noise
- Product recalls or other such notices
- Thermostatic, motion, time clock, radio controlled or other such devices
- Private water or sewage systems, water softeners or purifiers
- Pools, spas, hot tubs, saunas, steam-baths, fountains or other types of or related systems and components
- Elevators, lifts or dumbwaiters
- Security or fire safety items or systems
- Repair cost estimates or building value appraisal
- Solar systems
- Personal property, interior partition walls, tenant improvements or non-building equipment
- Removal of equipment covers, panels or plates
- Specific components noted in the inspection report as being beyond the scope of the inspection

9. LIMITATION OF LIABILITY: It is agreed that should a dispute arise regarding the inspection or report, Client agrees to notify inspector prior to commencing any legal action. If parties are unable to resolve their dispute, Client must pursue any dispute through Small Claims Court. Disputes with alleged damages greater than the limits of Small Claims Court, must be submitted to binding arbitration through Construction Dispute Resolution Services. In no circumstance shall the total liability attributable to the inspector exceed (3x) three times the inspection fee paid.

10. 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 courts holding.

No inspection can wholly eliminate the uncertainty regarding the presence of physical deficiencies and the performance of a building's systems. The purchase of real estate involves some risk. This inspection can help to reduce or quantify the risk, but does not necessarily eliminate it. Inspector will not determine insurability of any system or component.

Client or Authorized Agent acknowledges that they understand all the terms, conditions and limitations of this contract and Client voluntarily agrees to be bound thereby and agrees to pay the fee for this inspection regardless of the findings.

*****THIS CONTRACT DOES NOT HOLD THE CLIENT'S REPRESENTATIVE RESPONSIBLE FOR ANY FINANCIAL OBLIGATION. THE CLIENT IS SOLELY RESPONSIBLE FOR PAYMENT OF THIS SERVICE.*****

Client or Authorized Agent's Printed Name:

X

Client or Authorized Agent's Signature:

X

Date: _____