

GSR Home Inspections



THIS INSPECTION AGREEMENT is made and entered into by and between **GSR HOME INSPECTIONS**

(Inspector's License# 25956 and Permit# P13-0125) referred to as "Inspector",

and _____, referred to as "Client".

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of \$ _____ due at the time of inspection, (***If paying with credit card a 4% credit card convenience fee will be added***) for the inspection of the "Residential Property", being the residence, and (1) one garage or carport up to a (3) three car capacity, if applicable. ***If more than (1) one garage or carport is to be inspected, an agreement between the inspector and client will be made prior to the start of the inspection.*** An additional \$125.00 will be added if the "Property" is on a pier and beam raised foundation, and the inspector goes under the property to inspect, located at,

_____ on _____.

2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the residential property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.

3. The parties agree that the "**CREIA STANDARDS OF PRACTICE**" (California Real Estate Inspection Association) shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. If the State where the inspection is performed imposes more stringent standards or administrative rule, then those standards shall define the standard of duty and the conditions, limitations, and exclusions of the inspection.

4. The parties agree and understand that the ***Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature.*** If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client further agrees that the Inspector is liable only up to the cost of the inspection.

5. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. ***INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.***

6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.

7. *This Agreement, including ALL terms and conditions below including **cancelation**, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of CALIFORNIA, and if CALIFORNIA laws or regulations are more stringent than the forms of the agreement, the State law or rule shall govern.* (Client Initials _____)

Client has read this entire Agreement, to include Additional Terms, Conditions, and Limitations and accepts and understands this Agreement as hereby acknowledged.

Inspection Number _____

Inspection Agreement Confirmation

Client Signature: _____

Date: _____

Client Signature: _____

Date: _____



Additional Terms, Cancelation, Conditions, and Limitations

1. Systems, items, and conditions which are **not** within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors; recreational equipment or facilities; pool/spa, pool/spa equipment, pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating system's accessories; solar heating systems; rooftop solar systems; solar panel affixation to property; solar system battery storage and wiring; heat exchangers; sprinkling systems; water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arrestors, load controllers; trees or plants; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, and EIFS (*Exterior Insulation and Finish System*). Client understands that these systems, items, and conditions are exempted from this inspection. Any general comments about these systems, items, and conditions of the written report are informal only and DOES NOT represent an inspection.

2. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. **No other person or entity** may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend, and hold harmless the Inspector from any and all damages, expenses, costs, and attorney fees arising from such a claim.

3. The Inspection will **not** include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

4. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State law. Furthermore, any legal action must be brought within one (1) month from the date of the inspection, or will be deemed waived and forever barred.

5. You may cancel this transaction, without any penalty or obligation, within two business days from the inspection date. When an inspection is scheduled, we reserve that time for the exclusive use of the Client. Inspections that are cancelled with less than **24 hours'** **notice** (*excluding Sundays, i.e., inspections scheduled for Monday need to be cancelled prior to Saturday at 2:00PM*) will incur a cancellation fee of 25% of total inspection cost or \$100 whichever is greater. This policy will be strictly enforced. It is the Client's responsibilities to ensure that the property has all utilities are turned on before scheduling an inspection.

6. This inspection does not determine whether the property is insurable.

GSR Home Inspections



DEFINITIONS

1. **Apparent Condition:** Systems and components are rated as follows:

SATISFACTORY (Sat.) - Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.

MARGINAL (Marg.) - Indicates the component will probably require repair or replacement anytime within five years.

POOR - Indicates the component will need repair or replacement now or in the very near future.

SIGNIFICANT ISSUES - A system or component that is considered significantly deficient, inoperable or is unsafe.

SAFETY HAZARD - Denotes a condition that is unsafe and in need of prompt attention.

2. **Installed systems and components:** structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.

3. **Readily accessible systems and components:** only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.

4. Any component not listed as being deficient in some manner is assumed to be satisfactory.

CREIA STANDARDS OF PRACTICE



Residential Standards - Four or Fewer Units

- Originally Adopted September 13, 1983
- Revised November 1, 1996
- Revised April 15, 1999
- Revised July 12, 2003
- Revised April 15, 2006 — Effective July 1, 2006
- Revised August 1, 2012

I. Definitions and Scope

These Standards of Practice provide guidelines for a *real estate inspection* and define certain terms relating to these *inspections*. *Italicized* words in these Standards are defined in Part IV Glossary of Terms

- **A.** A *real estate inspection* is a survey and basic *operation* of the *systems* and *components* of a *building* which can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the *Inspector*. The purpose of the *inspection* is to provide the Client with information regarding the general *condition* of the *building(s)*. Cosmetic and aesthetic *conditions* shall not be considered.
- **B.** A *real estate inspection* report provides written documentation of material defects discovered in the *inspected building's systems* and *components* which, in the opinion of the *Inspector*, are *safety hazards*, are not *functioning* properly, or appear to be at the ends of their service lives. The report may include the *Inspector's* recommendations for correction or further evaluation.
- **C.** *Inspections* performed in accordance with these Standards of Practice are not *technically exhaustive* and shall apply to the *primary building* and its associated *primary parking structure*.

II. Standards of Practice

A *real estate inspection* includes the *readily accessible systems* and *components* or a *representative number* of multiple similar *components* listed in Sections 1 through 9 subject to the limitations, exceptions, and exclusions in Part III.

1. Foundation, Basement, and Under-floor Areas

A. Items to be *inspected*:

1. Foundation *system*
2. Floor framing *system*
3. Under-floor ventilation
4. Foundation anchoring and cripple wall bracing
5. Wood separation from soil
6. Insulation

B. The *inspector* is not required to:

1. *Determine* size, spacing, location, or adequacy of foundation bolting/bracing *components* or reinforcing *systems*
2. *Determine* the composition or energy rating of insulation materials

2. Exterior

A. Items to be *inspected*:

1. Surface grade directly adjacent to the *buildings*
2. Doors and windows
3. Attached decks, porches, patios, balconies, stairways, and their enclosures, handrails and guardrails.
4. Wall cladding and trim
5. Portions of walkways and driveways that are adjacent to the *buildings*

B. The *inspector* is not required to:

1. *Inspect* door or window screens, shutters, awnings, or security bars
2. *Inspect* fences or gates or *operate* automated door or gate openers or their safety *devices*
3. Use a ladder to *inspect systems* or *components*

3. Roof Covering

A. Items to be *inspected*:

1. Covering
2. Drainage
3. Flashings
4. Penetrations
5. Skylights

B. The *inspector* is not required to:

1. Walk on the roof surface if in the opinion of the *Inspector* there is risk of damage or a *hazard* to the *Inspector*
2. Warrant or certify that roof *systems*, coverings, or *components* are free from leakage

4. Attic Areas and Roof Framing

A. Items to be *inspected*:

GSR Home Inspections



1. Framing
2. Ventilation
3. Insulation

B. The *inspector* is not required to:

1. *Inspect* mechanical attic ventilation *systems* or *components*
2. *Determine* the composition or energy rating of insulation materials

5. Plumbing

A. Items to be *inspected*:

1. Water supply piping
2. Drain, waste, and vent piping
3. Faucets and *fixtures*
4. Fuel gas piping
5. Water heaters
6. *Functional flow* and *functional drainage*

B. The *inspector* is not required to:

1. Fill any *fixture* with water, *inspect* overflow drains or drain-stops, or evaluate backflow *devices*, waste ejectors, sump pumps, or drain line cleanouts
2. *Inspect* or evaluate water temperature balancing *devices*, temperature fluctuation, time to obtain hot water, water circulation, or solar heating *systems* or *components*
3. *Inspect* whirlpool baths, steam showers, or sauna *systems* or *components*
4. *Inspect* fuel tanks or *determine* if the fuel gas *system* is free of leaks
5. *Inspect* wells or water treatment *systems*

6. Electrical

A. Items to be *inspected*:

1. Service equipment
2. Electrical panels
3. Circuit wiring
4. Switches, receptacles, outlets, and lighting *fixtures*

B. The *inspector* is not required to:

1. *Operate* circuit breakers or circuit interrupters
2. Remove cover plates
3. *Inspect* de-icing *systems* or *components*
4. *Inspect* private or emergency electrical supply *systems* or *components*

7. Heating and Cooling

A. Items to be *inspected*:

1. Heating equipment
2. Central cooling equipment
3. Energy source and connections
4. Combustion air and exhaust vent *systems*
5. Condensate drainage
6. Conditioned air distribution *systems*

B. The *inspector* is not required to:

1. *Inspect* heat exchangers or electric heating elements
2. *Inspect* non-central air conditioning units or evaporative coolers
3. *Inspect* radiant, solar, hydronic, or geothermal *systems* or *components*
4. *Determine* volume, uniformity, temperature, airflow, balance, or leakage of any air distribution *system*
5. *Inspect* electronic air filtering or humidity control *systems* or *components*

8. Fireplaces and Chimneys

A. Items to be *inspected*:

1. Chimney exterior
2. Spark arrestor
3. Firebox
4. Damper
5. Hearth extension

B. The *inspector* is not required to:

1. *Inspect* chimney interiors
2. *Inspect* fireplace inserts, seals, or gaskets
3. *Operate* any fireplace or *determine* if a fireplace can be safely used

9. Building Interior

A. Items to be *inspected*:

1. Walls, ceilings, and floors
2. Doors and windows
3. Stairways, handrails, and guardrails
4. *Permanently installed* cabinets
5. *Permanently installed* cook-tops, mechanical range vents, ovens, dishwashers, and food waste disposals
6. Absence of smoke and carbon monoxide alarms
7. Vehicle doors and openers

B. The *inspector* is not required to:

1. *Inspect* window, door, or floor coverings
2. *Determine* whether a *building* is secure from unauthorized entry
3. *Operate, test* or determine the type of smoke or carbon monoxide alarms or test vehicle door safety *devices*

GSR Home Inspections



4. Use a ladder to *inspect systems or components*

III. Limitations, Exceptions and Exclusions

A. The following are excluded from a *real estate inspection*:

1. *Systems or components* of a *building*, or portions thereof, which are not *readily accessible*, not *permanently installed*, or not *inspected* due to circumstances beyond the control of the *Inspector* or which the Client has agreed or specified are not to be *inspected*
2. Site improvements or amenities, including, but not limited to; accessory buildings, fences, planters, landscaping, irrigation, swimming pools, spas, ponds, waterfalls, fountains or their *components* or accessories
3. Auxiliary features of appliances beyond the appliance's basic function
4. *Systems or components*, or portions thereof, which are under ground, under water, or where the *Inspector* must come into contact with water
5. Common areas as defined in California Civil Code section 1351, et seq., and any dwelling unit *systems or components* located in common areas
6. *Determining* compliance with manufacturers' installation guidelines or specifications, building codes, accessibility standards, conservation or energy standards, regulations, ordinances, covenants, or other restrictions
7. *Determining* adequacy, efficiency, suitability, quality, age, or remaining life of any *building, system, or component*, or marketability or advisability of purchase
8. Structural, architectural, geological, environmental, hydrological, land surveying, or soils- related examinations
9. Acoustical or other nuisance characteristics of any *system or component* of a *building*, complex, adjoining property, or neighborhood
10. Conditions related to animals, insects, or other organisms, including fungus and mold, and any hazardous, illegal, or controlled substance, or the damage or health risks arising there from
11. Risks associated with events or conditions of nature including, but not limited to; geological, seismic, wildfire, and flood
12. Water testing any *building, system, or component* or *determine* leakage in shower pans, pools, spas, or any body of water
13. *Determining* the integrity of hermetic seals at multi-pane glazing
14. Differentiating between original construction or subsequent additions or modifications
15. Reviewing information from any third-party, including but not limited to; product defects, recalls, or similar notices
16. Specifying repairs/replacement procedures or estimating cost to correct
17. Communication, computer, security, or low-voltage *systems* and remote, timer, sensor, or similarly controlled *systems or components*
18. Fire extinguishing and suppression *systems and components* or *determining* fire resistive qualities of materials or assemblies
19. Elevators, lifts, and dumbwaiters
20. Lighting pilot lights or activating or *operating* any *system, component, or appliance* that is *shut down*, unsafe to *operate*, or does not respond to *normal user controls*
21. *Operating* shutoff valves or *shutting down* any *system or component*
22. Dismantling any *system, structure, or component* or removing access panels other than those provided for homeowner maintenance

B. The *Inspector* may, at his or her discretion:

1. *Inspect* any *building, system, component, appliance, or improvement* not included or otherwise excluded by these Standards of Practice. Any such *inspection* shall comply with all other provisions of these Standards.
2. *Inspect* any *building, system, component, appliance, or improvement* that is guarded by an animal, that which could cause harm to such *Inspector*. All animals will be disclosed prior to inspection, and at the *Inspectors* discretion, inspect such portion of any *building, system, component, appliance, or improvement*.
3. Include photographs in the written report or take photographs for *Inspector's* reference without inclusion in the written report. Photographs may not be used in lieu of written documentation.

IV - Glossary of Terms

Note: All definitions apply to derivatives of these terms when *italicized* in the text.

- **Appliance:** An item such as an oven, dishwasher, heater, etc. which performs a specific *function*
- **Building:** The subject of the *inspection* and its *primary parking structure*
- **Component:** A part of a *system, appliance, fixture, or device*
- **Condition:** Conspicuous state of being
- **Determine:** Arrive at an opinion or conclusion pursuant to a *real estate inspection*
- **Device:** A *component* designed to perform a particular task or *function*
- **Fixture:** A plumbing or electrical *component* with a fixed position and *function*
- **Function :** The normal and characteristic purpose or action of a *system, component, or device*
- **Functional Drainage:** The ability to empty a plumbing *fixture* in a reasonable time
- **Functional Flow:** The flow of the water supply at the highest and farthest *fixture* from the *building* supply shutoff valve when another *fixture* is used simultaneously
- **Inspect:** Refer to Part I, "[Definition and Scope](#)", [Paragraph A](#)
- **Inspector:** One who performs a *real estate inspection*
- **Normal User Control:** Switch or other *device* that activates a *system or component* and is provided for use by an occupant of a *building*
- **Operate:** Cause a *system, appliance, fixture, or device* to *function* using *normal user controls*
- **Permanently Installed:** Fixed in place, e.g. screwed, bolted, nailed, or glued
- **Primary Building :** A *building* that an *Inspector* has agreed to *inspect*
- **Primary Parking structure:** A *building* for the purpose of vehicle storage associated with the *primary building*
- **Readily Accessible:** Can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may harm persons or property
- **Real Estate Inspection:** Refer to Part I, "[Definitions and Scope](#)", [Paragraph A](#)
- **Representative Number:** Example, an average of one *component* per area for multiple similar *components* such as windows, doors, and electrical outlets
- **Safety Hazard:** A *condition* that could result in significant physical injury
- **Shut Down:** Disconnected or turned off in a way so as not to respond to *normal user controls*
- **System:** An assemblage of various *components* designed to *function* as a whole
- **Technically Exhaustive:** Examination beyond the scope of a *real estate inspection*, which may require disassembly, specialized knowledge, special equipment, measuring, calculating, quantifying, testing, exploratory probing, research, or analysis