



# Detail Property Inspection, Inc.

1125 E Broadway #236  
Glendale, CA 91205

818-553-8198 323-668-1676, Fax 818-475-5396 [www.detailinspect.com](http://www.detailinspect.com)

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

**Client:/Print:**

**Address:/E-mail:**

**City/State/Zip:/Telephone Number:**

**Report #:**

**Subject Property**

I/We (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by Detail Property Inspection, Inc., (Inspector), for my/our sole use and benefit. I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have.

**Initial Here** \_\_\_\_\_

## **SCOPE OF INSPECTION**

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with generally accepted standards of practice, a copy of which is available upon request.

## **OUTSIDE SCOPE OF INSPECTION**

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

## **Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION:**

- Specific components noted as being excluded on the individual systems inspection forms
- Private water or private sewage systems
- Mold, Mildew, odors or noise
- Proximity to railroad tracks or airplane routes
- Saunas, steam baths, or fixtures and equipment
- Boundaries, easements or lights of way
- Seismic safety, security or security bars and or safety equipment
- Sprinklers related systems, timer and components
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls
- Water softener / purifier systems or solar heating systems
- Furnace heat exchangers, freestanding appliances, security alarms or personal property
- Adequacy or efficiency of any system or component
- Prediction of life expectancy of any item
- Permits, building code or zoning ordinance violations
- Geological stability or soils condition, wave action or hydrological stability, survey or testing
- Structural stability or engineering analysis
- Termites, pests or other wood destroying organisms, dry-rot or fungus, latent or concealed defects
- Gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut-off valve and any gas leaks
- Unique/technically complex systems or components
- Any adverse condition that may affect the desirability of the property
- Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards
- Building value appraisal or cost estimates
- Condition of detached buildings
- Pool or spas bodies and underground piping
- Verification of Chinese drywall
- Items specifically noted as excluded in the inspection report

**Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade.**

**If your inspector recommends consulting other specialized experts, client must do so at client's expense.**

**I HAVE READ AND AGREE TO THE ABOVE SCOPE OF INSPECTION.**

**Page 1 of 2** Initial Here \_\_\_\_\_

# Detail Property Inspection, Inc.

Contract continued

Client: \_\_\_\_\_

Report #: \_\_\_\_\_

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

**ARBITRATION:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the arbitrator appointed thereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction.

**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**

**ATTORNEY'S FEES:** The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorney's fees, arbitrator fees and other related costs.

**SEVERABILITY:** Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

**DISPUTES:** Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

### LIQUIDATED DAMAGES

It is understood and agreed by and between the parties hereto that the INSPECTOR/INSPECTION COMPANY is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by the INSPECTOR/INSPECTION Company in the performance of the limited visual inspection and production of a written inspection report as described herein, that it is impracticable and extremely difficult to fix the actual damages, 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 the INSPECTOR/INSPECTION COMPANY'S liability hereunder shall be limited and fixed in an amount equal to the inspection fee paid multiplied by two (2), or to the sum of five hundred dollars (\$500.00), whichever sum shall be less, as liquidated damages, and not as a penalty, and this liability shall be exclusive.

No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against the 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.

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, their heirs, successors, assigns, agents, and representatives of any kind whatsoever.

This agreement constitutes the entire integrated 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.

(Initial) \_\_\_\_\_

### P E R M I T S

I/We have read, understand and agree to all of the terms and conditions of this contract and agree to pay the fees listed below.

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

ADDITIONAL SERVICES:

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

INSPECTION FEE:

TOTAL INSPECTION FEES:

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

Inspector

PAYMENT: