



PRE-INSPECTION AGREEMENT

Inspection Report address:

Inspection Date:

Client(s) Name:

Inspected By: True Guide Home Inspections

Inspection Fee:

IF YOU HAVE ANY QUESTIONS REGARDING THE TERMS OF THIS PRE-INSPECTION AGREEMENT YOU SHOULD DISCUSS THEM WITH TRUE GUIDE HOME INSPECTIONS PRIOR TO SIGNING THIS AGREEMENT.

CLIENT AND True Guide Home Inspections, LLC (Company) is also defined to include any and all inspectors who perform the contracted-for inspections as an employee or independent contractor of the Company) agree to the following terms and conditions:

1. **Client Attendance and Permission to Access Subject Property:** The Client acknowledges that Client and/or any authorized representative has been encouraged to attend and participate in the inspection and recognizes that failure to do so may result in less than a complete understanding of the findings. The Client further acknowledges that such participation is at the Client's own risk. The Client warrants that permission has been secured for the Company to enter and inspect the Subject Property.

2. **Standards of Practice:** The scope of this inspection is defined and limited by the standards, limitations, exceptions and exclusions as contained in the *Standards of Practice and Code of Ethics of the American Society of Home Inspectors, Inc.* ("ASHI® SoP"), the provisions of the California Business and Professions Code, §7195-7199, et seq., and this Pre-Inspection Agreement. Inspections performed under the ASHI® SoP are intended to provide the client with information about the condition of inspected systems and components at the time of the home inspection. Additionally, inspections performed under the ASHI® SoP are not technically exhaustive, and are not required to identify or to report: concealed conditions; latent defects; consequential damages; and cosmetic imperfections that do not significantly affect a component's performance or its intended function.

3. **Definitions and Purpose of the Inspection:** Home inspection means a noninvasive, physical examination, performed for a fee in connection with a transfer, as defined in Section 7195(e) of the California Business and Professions Code, of real property, of the mechanical, electrical, or plumbing systems or the structural and essential components of a residential dwelling of one to four units designed to identify material defects in those systems, structures and components. The term does not include an examination that is limited to the inspection for one or more of the following: wood destroying insects; underground tanks and wells; septic systems; swimming pools and spas; alarm systems; air and water quality; tennis courts and playground equipment; pollutants; toxic chemicals; and environmental hazards. A **material defect** is a condition that significantly affects the value, desirability, habitability, or safety of the dwelling. style or aesthetics shall not be considered in determining whether a system, structure, or component is defective.



4. **Inspection Report:** The Client and the Company agree that the Company, and its inspector(s), will prepare a written inspection report to be issued after the home inspection which shall: (A) describe and identify the inspected systems, structures, or components of the dwelling; (B) describe any material defects identified during the inspection; (C) and provide any recommendations regarding the conditions observed or recommendations for evaluation by appropriate persons.

5. **Inspection Exclusions:** The Company IS NOT REQUIRED TO DETERMINE: the condition of systems and components that are not readily accessible; the remaining life expectancy of systems and components; the strength, adequacy, effectiveness, and efficiency of systems and components; the causes of conditions and deficiencies; methods, materials, and costs of corrections; future conditions including but not limited to failure of systems and components; the suitability of the Subject Property for specialized uses; the market value of the Subject Property and its marketability; the advisability of purchasing the Subject Property; the presence of plants, animals, and other life forms and substances that may be hazardous or harmful to humans including, but not limited to, wood destroying organisms, molds and mold-like substances; the presence of environmental hazards including, but not limited to, allergens, toxins, carcinogens, electromagnetic radiation, noise, radioactive substances, and contaminants in building materials, soil, water, and air; the effectiveness of systems installed and methods used to control or remove suspected hazardous plants, animals, and environmental hazards; operating costs of systems and components; acoustical properties of systems and components; soil conditions relating to geotechnical or hydrologic specialties; or whether items, materials, conditions and components are subject to recall, controversy, litigation, product liability, and other adverse claims and conditions. The Company IS NOT REQUIRED TO OFFER OR TO PERFORM: acts or services contrary to law or to government regulations; architectural, engineering, contracting, or surveying services or to confirm or to evaluate such services performed by others; trades or professional services other than home inspection; or warranties or guarantees. The Company IS NOT REQUIRED TO OPERATE: systems and components that are shut down or otherwise inoperable; systems and components that do not respond to normal operating controls; shut-off valves and manual stop valves; or automatic safety controls. The Company IS NOT REQUIRED TO ENTER: areas that will, in the professional judgment of the inspector, likely be dangerous to the inspector or to other persons, or to damage the Subject Property or its systems and components; or under-floor crawlspaces and attics that are not readily accessible. The Company IS NOT REQUIRED TO INSPECT: underground items including, but not limited to, underground storage tanks and other underground indications of their presence, whether abandoned or active; items that are not installed; installed decorative items; items in areas that are not entered in accordance with the *ASHI*[®] *SoP*; detached structures other than garages and carports; common elements and common areas in multi-unit housing, such as condominium properties and cooperative housing; every occurrence of multiple similar components; or outdoor cooking appliances. The Company IS NOT REQUIRED TO: perform procedures or operations that will, in the professional judgment of the inspector, likely be dangerous to the inspector or to other persons, or to damage the Subject Property or its systems or components; describe or report on systems and components that are not included in the *ASHI*[®] *SoP* and that were not inspected; move personal property, furniture, equipment, plants, soil, snow, ice, and debris; dismantle systems and components, except as



explicitly required by the ASHI® SoP; reset, reprogram, or otherwise adjust devices, systems, and components affected by inspection required by the ASHI® SoP; ignite or extinguish fires, pilot lights, burners, and other open flames that require manual ignition; or probe surfaces that would be damaged or where no deterioration is visible or presumed to exist.

6. **Disclaimer of Warranty:** The Client understands that the inspection and report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy.

7. **Notice of Claims:** The Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. The Client also agrees to allow the Company ten (10) days to come to the Subject Property to inspect and evaluate any condition complained of by the Client to the Company and not to make, or allow others to make, any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency.

8. **Choice of Law:** This Pre-Inspection Agreement shall be governed by California law.

9. **Responsibility for Return Inspections:** The Client understands that if any systems and/or components of the Subject Property cannot be inspected due to unforeseen circumstances during the inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the Subject Property later or time to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the report.

10. **Entire Agreement:** This Pre-Inspection Agreement and any subsequent report issued to the Client by the Company represent the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. The inspection is being performed for the exclusive use and benefit of the Client. The inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

11. **Client's Agreement & Understanding of Terms:** By signing this Agreement, the undersigned Client agrees that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above.

Client Signature: _____

Date: _____

Client Name: _____

Please Print

True Guide Inspector Signature: _____

Date: _____

True Guide Inspector Name: Michael Dunbar