



**CALIFORNIA PRE-INSPECTION AGREEMENT – Builder QC.**

This inspection was conducted for the potential buyer(s) and the report it is not intended to be used by any third party, and the INSPECTOR shall not be accountable to any such third parties in any manner. This report is not intended to be distributed to any subsequent buyer(s) of the property for reliance by the subsequent buyer(s), and the INSPECTOR is not accountable to such subsequent buyer(s) in any manner. If the transaction for which this inspection was conducted for, fails to go through for any cause or circumstance, this report remains the property of the paying client(s), and cannot be transferred to any other potential buyer(s) of the property without the specific permission of the client(s).

**FEE PAYMENT:** If the transaction for which this inspection was performed for, does not go through, or the escrow account with a title company for this transaction closes without paying the inspection invoice, the client(s) listed within this report remain liable for the cost of the inspection services provided, and full payment of all charges is due as invoiced no later than 90 days from the day of the inspection. A late payment fee of \$30.00 will be added to all inspections not paid within the 90 day period and will be sent to collections.

**PURPOSE OF THE INSPECTION** The purpose of this report is to provide the client(s) an overview of the subject structure. The INSPECTOR can only spend a limited amount of time on each item and the inspection and report are thus limited in scope to only those items described herein that were “visible” or “accessible”, and only to the extent described in the Standards of Practice of the American Society of Home Inspectors (ASHI®), a copy of which is provided with the inspection report package. The INSPECTOR will inspect the major structural and electrical / mechanical components for visual evidence of malfunctions and this report is not a statement of the code or permit complying condition of the property as only a governmental building inspector is authorized to determine the code permit complying condition of the property.

**CONTENTS OF THE REPORT** The report prepared for this inspection contains relevant information throughout all sections and paragraphs, and the information is provided herein because it was considered of importance to the client(s) transaction. The client(s) agree to read the report in its entirety and not to rely on specific areas of the report. The client(s) understand that the summary of action items at the end of the report is provided as a service to easily identify those areas or items that may have needed attention, and it is not to be considered the sole source of information on the property. The client(s) understand that failing to read the entire report does not mean that the information on the property was not provided or disclosed by the inspector. Where comments and/or recommendations are given, the client(s) and/or his/her agent(s) are responsible for acting on the information provided.

**CLAIMS PROCEDURE** It is hereby agreed and understood that should the client claim to discover within the period allowed by California law, that one or more aspects of the report is incorrect, the client agrees to notify the inspector before any corrective measures are undertaken, and further to allow a re-inspection by the INSPECTOR of the reported problem at no cost to the client. Should the INSPECTOR determine in the INSPECTOR'S sole discretion that a repair or replacement needs to be performed, the client agrees to allow the INSPECTOR, or his designated qualified person, the opportunity to effect said repair or replacement prior to initiating any repair or replacement on his own behalf and prior to initiating any mediation, arbitration or civil action. If there is a conflict regarding the wording of a report, the report kept by the inspector shall prevail.

**ARBITRATION AGREEMENT** Any dispute between the client and the INSPECTOR arising out of the inspection or the resulting report shall be decided by a neutral arbitration in accordance with Chapter 3, Title 9 of the California Code of Civil Procedures (C.C.P. 1282, et seq.) and not by court action except as provided by California law for judicial review of arbitration proceedings. The parties to any arbitration under this agreement shall have the discovery rights provided in California Code of Civil Procedure 1283.05. The arbitrator shall be a retired Superior Court judge, a licensed California Attorney with at least five years of real estate experience or home inspector with at least five years experience as defined in Bus. and Prof. Code 7195 et seq. If the parties herein cannot agree upon an arbitrator, the Superior Court of the county in which the property is located shall appoint an arbitrator. The prevailing party in any arbitration under this Arbitration Agreement shall be entitled to recovery fees and costs incurred in the proceeding.

**By signing below, you are specifically agreeing to the Scope and Purpose of the Inspection, The contents of the Report, the Claims Procedure, and the Arbitration Agreement, and all conditions described above. You are agreeing to have any dispute decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the California Code of Civil Procedure. THIS AGREEMENT OR IT'S EQUIVALENT ONLINE E-AGREEMENT FORM MUST BE SIGNED WITHOUT CHANGES BY THE CLIENT(S) AND RETURNED TO THE INSPECTOR OR SUBMITTED ONLINE PRIOR TO THE INSPECTION BEING PERFORMED.**

Client 1 Signature: \_\_\_\_\_ Name: \_\_\_\_\_ DATE: \_\_\_\_\_

Client 2 Signature: \_\_\_\_\_ Name: \_\_\_\_\_ DATE: \_\_\_\_\_

Property Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_