

**IEHI-EYEBALL INSPECTIONS**

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NACHI Certification #04021805



**EYEBALL INSPECTIONS**

**INSPECTION AGREEMENT**

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

**INSPECTION ADDRESS:** \_\_\_\_\_

**DATE** \_\_\_\_\_ **TIME:** \_\_\_\_\_ **REPORT#** \_\_\_\_\_ **INSP FEES** \_\_\_\_\_

**CUSTOMER(S):** \_\_\_\_\_

CUSTOMER (named above) hereby requests a generalist's visual inspection of the primary building(s) at the above address, to be conducted by the above inspection company, herein to be referred to as EYEBALL INSPECTIONS, for the CUSTOMER'S sole use and benefit. CUSTOMER warrants that they will carefully read the entire inspection report when they receive it and will promptly call the INSPECTOR with any questions they may have. CUSTOMER warrants that all approvals necessary have been secured for the INSPECTOR'S entrance onto the property. CUSTOMER and INSPECTOR understand that they are bound by all terms of this agreement.

**SCOPE OF INSPECTION:**

The property inspection to be performed for customer is a non-invasive physical examination of the visible portions of primary building(s) on the property. The subsequent inspection report will inform the CUSTOMER of MAJOR VISIBLE CONDITIONS AS THEY EXIST ON THE DATE OF THE INSPECTION. Minor conditions are reported as a courtesy only. The inspection will be performed in Accordance with the **Standards of Practice** of the National Association of Certified Inspectors (NACHI) as named on the cover page of this report. Copies of these standards will be provided upon request. This inspection is limited to visual examination of the exposed and readily accessible areas of the building, and to this extent includes an evaluation of the following major components: **Foundation, Electrical, Exterior Walls, Doors, Sub-floor, Framing, Plumbing, Roofing, Site Drainage, heating, Windows, Ceilings, Venting, Stairs, Attic, Floors, Built-in Appliances, Water Heaters, Fireplaces, Chimneys,** If near building: **Paving, Decks, Fencing.**

The inspection to be performed is a visual inspection only and does not contemplate or involve the dismantling or moving of any object or portion of the premises. **Latent and concealed defects and deficiencies are excluded from the inspection.** INSPECTOR shall have no liability for conditions, which are concealed from view or inaccessible to the INSPECTOR. The inspection and report thereon is not a warranty, guarantee, insurance policy, or substitute for real

estate transfer disclosures which may be required by law. Home warranty policies, which include coverage for appliances, electrical, plumbing and heating, are available, if desired. For further information, consult a licensed real estate professional.

This inspection is limited to the real property and does not include personal property unless so indicated in this inspection report. A random sampling of items such as anchor bolts, window operation, safety glass, cabinetry and electrical outlets are checked. No representation is made as to how long any equipment will continue to function. Maintenance conditions may be discussed, however, they are not a part of this inspection.

**CONDITIONS OUTSIDE THE SCOPE OF THIS INSPECTION INCLUDE BUT ARE NOT LIMITED TO:**

Code or zoning violations; permit research; easements; rights of way; boundaries; condition of title; previous use; occupancy designation; compliance with manufacturers' specifications.

Obtaining or reviewing information from any third parties including but not limited to: sellers, occupants, contractors, consultants, attorneys, agents or homeowner associations.

Evaluating fire-resistive qualities of any system, structure, or component of the building. (Fireplace/chimney is a limited visual inspection only).

Common areas, systems, structures, or components thereof including, but not limited to, those maintained by a homeowner association.

Examination of conditions related to animals, rodents, insects, wood-destroying insects or organisms, mold and mildew or damage(s) caused thereby.

Any form of engineering analysis, such as structural, geological, and hydrological stability or soils conditions or wave action evaluations, land surveying or architectural examinations.

Unique and/or technically complex systems or devices, such as heat exchangers, remote controls, motion sensing or photoelectric devices, alarm systems, fire detection systems (other than smoke alarms), solar systems, air quality control systems, radio or computer controlled devices, automatic timer controls, elevators, dumbwaiters, satellite dishes, automatic gates, etc.

Low voltage electrical systems, such as TV antenna, TV signal cables, telephones, intercoms, security systems, speaker wires, automated equipment landscape lighting; etc.

Environmental and health hazards or conditions, including but not limited to toxic, reactive, combustible and corrosive contaminants. Also wildfire, flood, and geological hazards.

Private water or private sewage systems or related equipment such as wells, septic systems, sewage pumps, water softeners, water purification systems, etc.

Swimming pools, hot tubs, spas, waterfalls, ponds, fountains, saunas, steam baths, or similar fixtures and related equipment.

Building or property measurements, value appraisal, and costs for corrective work.

Electrical load calculations; testing of gas shutoff valves; testing for gas leaks.

Latent defects or predictions of life expectancy of components or systems.

Window-mount or wall-mount air conditioners or gas-powered air conditioners.

Detached ancillary buildings (except for parking structures).

Gas and electric appliances such as fire pits, barbecues, and outside heaters.

Systems, structures or components which are not permanently installed.

Advisability of purchase. Adequacy, efficiency, durability or quality of components. Requirements of Americans with Disabilities Act (A.D.A.).

Noise transmission; determination of odors.

Cosmetic finishes and conditions; landscaping and foliage.

Fire sprinklers; landscaping sprinklers except as otherwise noted.

Items specifically noted as excluded or items not specifically identified in the written report.

Technically exhaustive inspections, evaluations or tests of any type.

Notification of product recalls, defects, or similar notices.

Services for inspecting or evaluating some of the excluded items listed above maybe available from **INSPECTOR for an additional fee.**

**CONFIDENTIALITY OF REPORT:** The inspection report is confidential and is for the exclusive private use of the CUSTOMER. It is not to be copied or disseminated to any other party without the expressed written consent of the INSPECTOR or CLIENT. Use of all disclosures contained in the report is specifically restricted to the transaction for which the inspection was performed. Use of or reliance upon the report by other parties, or for other transactions, is strictly prohibited.

**SEVERABILITY:** CUSTOMER and INSPECTOR agree that should a court of competent jurisdiction determine that any portion of this contract is void unenforceable, the remaining provisions and portions shall remain in full force and effect.

**DISPUTE RESOLUTION:**

**Contact:** CUSTOMER understands and agrees that any claim for failure to accurately report the major visible defects of the subject property, as limited herein above, shall be made in writing and reported to the the INSPECTOR within **10 business days of discovery.** INSPECTOR agrees to respond promptly to any legitimate complaint. CUSTOMER further agrees that CUSTOMER or CUSTOMER'S agents, employees or independent contractors will make no alterations, repairs or replacements to the claimed condition that is the subject of the "claimed failure to report" prior to a re-inspection by the INSPECTOR. CUSTOMER waives any and all claims relating to conditions that are altered or repaired without said notice or re-inspection."Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation 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 Dispute of Construction Arbitration Services, Inc. The decision of the appointed thereunder shall be final and binding judgement on the Award may be entered in any court of competent jurisdiction."

**STATUTE OF LIMITATIONS:** The parties agree that no action may be brought to recover damages against the INSPECTOR or the 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. CUSTOMER(S) understands that this time period may be shorter or longer than otherwise provided by law. Initials: \_\_\_\_\_/\_\_\_\_\_ Inspector: \_\_\_\_\_

**ACCEPTANCE OF REPORT AND FEE PAYMENT:** The fee for this inspection is due at the time of the inspection. If CUSTOMER does not attend the inspection, the fee is due upon receipt of the report. If the CUSTOMER has not signed this agreement, the acceptance of this report shall constitute agreement with all of the terms of this contract. The printed report to be prepared by INSPECTOR shall be considered the final and exclusive findings of the INSPECTOR regarding the inspection of the property. CUSTOMER shall not rely on any oral statements made by the INSPECTOR prior to issuance of the printed report. In the event CUSTOMER fails to pay any amount due hereunder and it becomes necessary for the INSPECTOR to take action in a court of law to collect such sums, CUSTOMER shall be responsible for all costs and reasonable attorney's fees incurred by the INSPECTOR.

**PRELIMINARY GENERALIST VISUAL INSPECTION:** CUSTOMER understands that the INSPECTOR is a generalist, knowledgeable in a variety of areas, but does not hold himself as an expert in any field unless otherwise specified. A preliminary generalist inspection and report is an unbiased opinion, based upon the experience of the individual INSPECTOR. The report identifies general conditions affecting the subject property. If the INSPECTOR recommends consulting specialized experts for further evaluation(s) or repair(s), it is up to the CUSTOMER, at the CUSTOMER'S expense, to proceed with further inspections or evaluations with experts as selected by CUSTOMER. INSPECTOR shall have no liability. If CUSTOMER fails to consult specialized experts as recommended by INSPECTOR, the INSPECTOR shall be absolved of liability.

**LIMITATION OF LIABILITY:** In the event the INSPECTOR fails to fulfill the obligations under this agreement, CUSTOMER'S exclusive remedy at law or inequity against "INSPECTOR" is limited to: One (1) times the inspection fee, CUSTOMER acknowledges that this limitation of liability is reasonable in view of the relatively small fee that INSPECTOR charges for making the inspection when compared with the large potential of exposure that INSPECTOR might otherwise incur in the absence of such limitation of liability. Initials: \_\_\_\_\_/\_\_\_\_\_

**ACCEPTANCE OF THIS AGREEMENT:** 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. I/WE HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS. I/WE ALSO AGREE TO CAREFULLY READ THE ENTIRE INSPECTION REPORT. I/WE ALSO AGREE TO PAY THE FEES LISTED

CUSTOMER(S) \_\_\_\_\_ DATE \_\_\_\_\_  
INSPECTOR \_\_\_\_\_ DATE \_\_\_\_\_