



KEN IVES HOME INSPECTIONS
 1117 47TH STREET
 SACRAMENTO, CA 95819
 (916) 451-3318
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INSPECTION NO. _____

INSPECTION ADDRESS _____

CITY _____ STATE _____ ZIP _____

CLIENTS NAME _____

CLIENTS ADDRESS _____

CITY _____ STATE _____ ZIP _____

HOME INSPECTION SERVICE AGREEMENT

WHAT YOUR INSPECTION INCLUDES

I will make a visual inspection of the prominently visible and accessible areas of the property. The Inspection Report is a reasonable effort to assess DURABILITY and SERVICEABILITY of the property in its present state, and my analysis is limited to my written Report. The Report does not evaluate "desirability" of a property. You should have already determined that this property is desirable using your own set of criteria.

I WILL ATTEMPT TO BE FAIR BY POINTING OUT BOTH THE STRONG AND WEAK POINTS OF THE PROPERTY. Home ownership brings with it the certainty that failures and repairs will occur. Your Home Inspection will not be able to predict all such occurrences, but a 2 or 3 hour investigation by this professional inspector, and the resulting Report, should provide you with a useful tool.

My inspections are not intended as a service call. Operable conditions of mechanical, electrical, plumbing devices or other items are only surmised from the visible evidence. No maintenance services, removal of cowlings, or destructive discovery can or will be performed. Should I locate an item that is not serviceable, or creates doubt for the inspector, then I will suggest that a licensed tradesperson be contacted to investigate further or make repairs.

This inspection is not conducted to detect every minor problem or condition that may exist in the building. Cosmetic deficiencies are to be considered obvious. It is understood that if such a listing is desired, this service is beyond the parameters of my regular Home Inspection and an additional fee will be assessed.

You are encouraged to be on the site at the time of the Inspection, or arrive near the completion of our Inspector's evaluation, so that he/she can review the Report with you in person. If you are unable to attend, I will be happy to try and answer your questions by phone. Should an additional visit to the property be required, it will be billed at my hourly rate.

The inspection will be performed in accordance with the Standards of Practice of the American Institute of Inspectors™. A copy of the Standards of Practice is available upon request.

For equipment components not operated refer to the Standards of Practice.

RISK OF BUYERS & SELLERS

Buyers are always at risk. MY VISUAL INSPECTION MAY ILLUMINATE SOME AREAS OF RISK, BUT CANNOT ELIMINATE IT. THIS INSPECTOR IS LIMITED TO THE EXISTING CLUES AND SYMPTOMS ON THE DAY OF THE INSPECTION, AND I AM NOT LIABLE FOR NON-VISIBLE, OBSCURE, OR CONCEALED CONDITIONS. Claims for concealed conditions, whether intentional or unintentional, must be made against the seller of the property.

The most conscientious visual inspection is not capable of determining all conditions that actually exist within a house. I make a random evaluation of some components and, of course, cannot move furniture, etc., to obtain access. Even with my thorough effort, these are some examples of the types of things my Inspection cannot determine:

1. Improperly made and concealed wiring connections. Inaccessible outlets or switches that do not function.
2. Cracks in fireplaces, chimneys flues or liners and heat exchanger chambers.
3. A drafty or hard to heat home.



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4. Roof, wall, or basement leaks that only occur under unusual conditions.
5. The inner workings of mechanical items.
6. Underground or concealed components, including most of a sprinkler system..

Although, there are many items that the Inspector might determine or surmise if given enough time, my evaluation is also limited by a reasonable investment of my time for the fee paid. There are, therefore, other items that could be added to the above list after a reasonable competent inspection on any particular property.

Hazardous materials are beyond the scope of this inspection report and the inspector is not an environmental expert. If asbestos, electro-magnetic fields, fiberglass, formaldehyde, hazardous wastes, lead, radon, soils contamination, or the quality of drinking water and waste disposal are a concern, please contact an appropriate expert.

CONFIDENTIALITY

The client understands that the Home Inspection and inspection report are performed for their sole, confidential and exclusive use. The Client agrees that they will not transfer, sell, or disclose any part of the inspection report to any other person with the exception of theses ONLY: (a) one copy may be provided to the current seller(s) of the property, but only upon the express conditions that the seller(s) covenant to use the inspection report only in connection with the Client's transaction, and agrees not to transfer or disclose the report to any persons other than their real estate agent, and (b) one copy may be provided to the real estate agent representing the Client and/or a bank or other lender for use in the Client's transaction only. The Client agrees to indemnify, defend and hold harmless Ken Ives Home Inspections from third party claims relating to third party claims relating to this Home Inspection or inspection report.

CODE COMPLIANCE

My Inspection is one of "serviceability," NOT Code Compliance. By necessity, my Inspection deals with existing structures which may have older types of wiring, plumbing, heating, etc. As an illustration, most local Codes require ground fault interrupter circuits, insulation in the exterior walls, anchor bolts, and many other items which have not always been included in the building codes. These installations can be "serviceable," even though they do not meet current codes, (or may not even be desirable for current life styles.) I assume but do not warrant that the "then current" codes were complied with at the time of construction.

As an example - a home may have only two (2) electrical outlets in a bedroom, where the current requirement is usually four (4) - as long as the condition is "serviceable" under the conditions existing at the time of the design of the system, the Report will not contain negative comments. I will simply state the factual conditions I encountered. IT IS ASSUMED THAT PURCHASERS OF OLDER HOMES EXPECT TO RECEIVE OLDER WIRING, OLDER PLUMBING, OLDER HEATING SYSTEMS, OLDER FLOORING, OLDER SIDING, ETC., The desirability of owning older designs is a matter of taste and is the decision of the buyer. THE CONTENT OF MY REPORT EXPLICITLY EXCLUDES COMMENTING ON "DESIRABILITY."

WARRANTIES AND INSURANCE

The Inspection and Report is not intended to be construed as a guarantee or warranty, expressed or implied, including any implied warranty of merchantability or fitness for use regarding the conditions of the property, items and systems inspected, and it should not be relied upon as such. (Home Warranty Insurance Plans which may insure appliances in the home are available at the Buyer's option from other companies.)

YOU SHOULD NOTE

The conditions stated in my Report are NOT repair requirements, or even suggestions. Some items on the Report are, by definition, subjective and the "opinion only" of the Inspector stating the relative conditions encountered. My intention is to provide an unbiased analysis. I am not allowed to make repair suggestions on the quality of materials. Decisions regarding maintenance or repairs are left to you and your tradesperson.

In addition, I am not allowed to answer the question: "Would you buy this home if you were me?" My purpose is to create a Report that can help you in your decision, but you should not base the decision to buy solely on my Report. Your decision to purchase this home includes responsibility for the future maintenance of the grounds, structure, and mechanical/electrical/plumbing systems. Unfortunately, some home buyers later wish that they had not bought their home.



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Because you are a thoughtful consumer, I do not expect that situation to develop. But in the unlikely event it should, your signature below waives the claim: "But for your inspection, I would not have bought this home..." and other similar claims.

The client understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Service Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by the client shall and therefore will constitute acceptance of the terms and conditions of this Service Agreement.

ARBITRATION

If you feel that the Inspection was negligent in some respect, you are personally expected to immediately communicate this IN WRITING to the address above within ten (10) business days of discovery. Communication must be from the party originally contracting with me for my services. (Note: If you call in contractors, you can expect subjective and biased opinions from their sales people.) However, I will respond to any legitimate complaint, because I recognize that inspectors are human and potentially fallible. I believe that the difference between a good company and a bad company is how they handle their mistakes, and I intend to be a good company.

Any dispute, controversy or claim arising out of or in connection with this agreement or the breach thereof shall be submitted to final and binding arbitration under the Rules of the American Arbitration Association, and the judgement may be entered on the decision of the arbitrator(s) by any court of competent jurisdiction. All parties shall have the right to discovery in accordance with State Codes of Civil Procedure section 1283.05. The accepted standard against which the inspection will be judged will be the "Standards of Practice" as published by A.I.I.TM.

Property or equipment in dispute must be made accessible for re-inspection and arbitration. Arbitration shall occur at the property in question. All inspections will be judged against the performance of a reasonably fair and diligent inspection and not against results or occurrences. No consideration will be given to those who fail to perform a complete pre-closing walk-through inspection prior to the transfer of title (This is not the walk through with the inspector). In any case, no remuneration will exceed the amount of five times the fee of the initial inspection. Disputes settled through arbitration or litigation without favor to the client will mandate payment of fees at the hourly rate for time invested by our staff.

FEES

The fee for this inspection is:

\$ _____ payable: At the time of the Inspection

\$ _____ payable: if billed to escrow

(CIRCLE AND INITIAL JUST IN FRONT OF THE FEE FOR THIS INSPECTION)

The fee for this inspection is payable by check or cash at the conclusion of the inspection (Please make checks payable to "Ken Ives or Ken Ives Home Inspections").

The Inspection Fee is for the service performed on the property. Re-inspections, Research, or Expanded Reports, (including disputed issues requiring investment of time by our staff), will be payable at the rate of \$___95.00___ per hour.

**PERMISSION IS GRANTED TO PERFORM AN INSPECTION PER THE ABOVE AGREEMENT AND
 PAYMENT IS AGREED UPON PER THE LINE CIRCLED ABOVE.**

I HAVE READ AND ACCEPT THIS AGREEMENT:

INSPECTOR: _____ KEN IVES Home Inspections A.I.I. Certificate #1101

APPROVED: _____ date _____

BUYER'S SIGNATURE REALTOR as agent for Buyer or Seller SELLER'S SIGNATURE

CAUTION: DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT.