

Ron Felton's Home Inspection Services  
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[www.ronfeltonshis.com](http://www.ronfeltonshis.com)



### **CLIENT INFORMATION**

Name(s): \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

### **SUBJECT PROPERTY**

The address of the property is: " \_\_\_\_\_ ".

Fee for the home inspection is \$ \_\_\_\_\_.

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **Ron Felton's Home Inspection Services** (hereinafter "Inspector") and the undersigned (hereinafter "Client"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

**The Client requests the inspection of the building(s) located on the subject property subject to the following conditions:**

1. The inspection of this property is subject to the **Limitations and Conditions** set out in this agreement.
2. The inspection is performed in accordance with **the Standards of Practice of the International Association of Certified Home Inspectors**.
3. **Visual Inspection:** The inspection conducted by Ron Felton's Home Inspection Services (Inspector) pursuant to the contract is based on visual examination of the readily accessible features of the building. The inspection is not technically exhaustive. The Client is hereby warned that not all deficiencies will be revealed. The Client is advised more comprehensive inspections are available and the Client is hereby encouraged to consider the merits of more comprehensive inspections.

Inspector makes no representations as to compliance, infraction or breach of any building, plumbing, electrical, or other code(s), zoning, land use, or by-law(s) of municipal, regional, provincial, or federal government/statutes including, but not limited to, any/all environmental and conservation authorities, preservation and/or historical plans or flood plain areas.

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4. **PURPOSE:** The purpose of the home inspection is to examine the building, to evaluate the condition of the components, and to educate the Client about the general condition of the building.

The quality of indoor air and the presence of irritants, pollutants, contaminants, toxic materials or organisms (e.g. Mold, Mildew) are not in the scope of this inspection. Inspector may use the visible presence of mold to aid in its evaluation of the building itself. No claim is expressed or implied that all the problems in the building will be discovered by the inspection.

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**5. INSPECTION REPORT:** The inspection report provided after the inspection is an opinion of the present condition of the building. The inspection report issued by Inspector is prepared with reasonable skill and cares and is subject to the limitations contained herein. The inspection is limited to the physical evidence that was visually accessible at the time of the inspection. Emphasis is placed on identifying major problems. While some minor problems may be noted, an all-inclusive list of deficiencies will not be provided.

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**6. LIMITATIONS:** In addition to, and not to limit the above, the following are not the responsibility or the subject matter of an inspection report

i) The inspection and inspection report excludes and does not intend to cover any areas, items, and conditions which are by nature are, concealed, not accessible, not visible, cosmetically altered, not conveniently located, otherwise difficult to inspect, or require the relocation, removal, or displacement of any material, object or thing being a precondition to such inspect or inspection report;

ii) The inspection and inspection report excludes and does not intend to cover swimming pools, whirlpools, spas, hot tubs, wells, water pot-ability, septic systems, tennis courts, playground equipment, or household appliances including but not limited to kitchen, leisure, and laundry equipment. Also excluded are all fixtures and cosmetic conditions such as wallpaper and painting;

iii) THE INSPECTION AND INSPECTION REPORT IS NOT INTENDED OR TO BE CONSIDERED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED INCLUDING IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR USE, REGARDING THE CONDITION OF THE PROPERTY, BUILDINGS, ITEMS CONTAINED IN THE BUILDING, STRUCTURAL, MECHANICAL, AND SYSTEMS INSPECTED AND SHOULD NOT BE RELIED UPON AS SUCH;

iv) The inspection and report are based on observations of the conditions that existed at the time of the inspection only;

v) Inspector does not warrant, represent, or inspect for any hazardous materials, substances, contaminants, pollutants, toxic gasses, or wastes, of any kind, including those as defined in applicable statutes, regulations, orders and bylaws enacted or adopted for the protection and conservation of the natural environment including, but not limited to, urea formaldehyde foam insulation (UFFI), lead, asbestos, radon, and gamma carbon monoxide and polychlorinated (PCB's) wherever they may be located. RFHIS does not inspect or monitor any geological or soil conditions;

vi) Although Inspector may look for termites and other wood damaging or non wood damaging insect infestations, Inspector does not assume any liability or responsibility for determining their presence, in the past, present, or future;

vii) Inspector has limited its inspection of heating, ventilation, air conditioning, electrical, and plumbing systems to those matters specifically noted in the inspection report.

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**7. Limitation of Liability:** The inspection and inspection report are furnished on an "opinion only" basis. Inspector assumes no liability or responsibility for the cost of repair or replacing any reported and/or unreported defects or conditions. The Client agrees that the maximum aggregate liability of the inspector or Inspector for this inspection shall be limited to the amount of the inspection fee agreed to in this Inspection Contract. The Client understands that this inspection report cannot accurately or completely assess risk, detect all flaws, predict all occurrences or make assurances. The Client understands that this report is not a warranty, guarantee, or insurance policy.

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**8. Right of Entry:** The Client warrants that they or their real estate agents have made all the necessary arrangements with the selling party for the inspector or Inspector to enter and inspect the Subject property.

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**9. Participation:** The Client acknowledges that they have been encouraged to participate in the inspection and accepts responsibility for incomplete information should they not participate in the inspection. The Client's participation shall be at their own risk for injuries, property damages, and any other damages.

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**10. Expenses and Repairs:** Cost estimates on future expenses, if provided in the inspection report, are minimums and provide an order-of-magnitude estimate only. Contractors or relevant experts should be contacted for specific quotations. The Client is aware that resultant damages may occur to the building systems or components if the recommended repairs in the inspection report are not carried out in a timely manner.

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**11. Eligibility and Compliance:** The inspection report does not take into account eligibility, or compliance for mortgage insurance, building or homeowners insurance or suppliers for the property (e.g. fuel companies). The inspection report does not cover code compliance issues set by the insurance companies, government, or other regulatory authorities.

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**12. Third Parties:** The Client requests this inspection and the inspection report for their confidential use only. The Inspection Contract, any interests herein or claims hereunder including those for money, or payment shall not be transferred or assigned by the Client. The Client promises to indemnify and hold harmless the Inspector for any damages, and/or expenses involved in addressing or defending claims made by others in relation to this report. The information provided in the inspection report will be the Client's property solely for this transaction. The Inspector will disclose the inspection report to the real estate agents, sellers, lenders, and other parties intimate to this particular transaction for the purposes of clarification and facilitation of repairs with the Client's permission.

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**13. Severability:** If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of Inspector or its agents shall be binding unless reduced to writing and signed by Inspector. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties.

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**14. Binding:** This agreement shall ensure the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, assigns, and legal representatives. Client shall have no cause of action against Inspector after one year from the date of the inspection.

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**15. Claims:** In the event of a claim against Inspector, Client agrees to supply Inspector with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release Inspector and its agents from any and all obligations or liability of any kind.

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All of the other terms of the Agreement (Inspection Contract) are incorporated herein by reference.

**16. Litigation & Fees:** The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the Inspector has its principal place of business. In the event that Client fails to prove any adverse claims against Inspector in a court of law, Client agrees to pay all legal costs, expenses and fees of Inspector in defending said claims.

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**17. Payment:** Payment of the fee to Inspector (less any deposit noted above) is due upon completion of the on-site inspection. The Client agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If Client is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

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**18. Hold Harmless Agreement:** Client agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the Inspector or his employees or visitors or of independent contractors engaged or paid by Inspector for the purpose of inspecting the subject home.

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**19. Re-inspections:** If Client requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.

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**20: Additional Terms:**

This Agreement is not transferable or assignable.

I have read, understood and except the terms of this inspection contract.

Clients Signature \_\_\_\_\_ Date \_\_\_\_\_