

Professional Roof and Home Inspection

Inspection Agreement for Pool & Spa

This Agreement Limits Our Liability. Please Read It Carefully and Ask About Anything You Do Not Understand.

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The address of the property is:

Fee for the Pool & Spa / Spa only inspection is: \$

THIS AGREEMENT made this **10th** day of **September, 2010**, by and between **Professional Roof & Home Inspection** (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

SCOPE OF THE POOL AND OR SPA INSPECTION

The inspection to be performed for the Client is a non-invasive physical examination, performed for the additional fee set forth. This inspection is designed to identify material defects in the following systems, components of the swimming pool and or spa of the subject primary dwelling as they exist at the time of the inspection. The inspection shall be limited to those specific systems and components that are present and visually accessible.

1. Mechanical systems including pumps, motors, heaters, filtration components.
2. Exposed piping, lighting and electrical.
3. Exposed decking and coping surrounding the pool/spa.
4. Remote control devices, if any.
5. Barrier fencing, installed door alarms and gates.

The inspection report shall describe and identify the inspected systems and components of the pool/spa and shall identify material defects in those systems and components observed during the inspection. Client agrees to read the entire inspection report when it is received and shall promptly call the Inspector with any questions or concerns Client may have regarding the inspection report or the inspection.

Inspector's agreement to increase the scope of this inspection as set forth in this addendum shall not be deemed a waiver or an increase of any legal or contractual duty or obligation of the Inspector.

I have read and agree to the Scope of the Pool and/or Spa Inspection:

Initial _____ Initial _____

LIMITATIONS, EXCEPTIONS AND EXCLUSIONS

Excluded from the pool/spa inspection is any system, structure, or component of the pool and/or spa which is inaccessible, concealed from view, or cannot be inspected due to circumstances beyond the control of Inspector, or which Client has agreed is not to be inspected. Unless specifically agreed otherwise between the Inspector and Client, the following are excluded from the inspection:

1. Pool body and decorative components such as tile, paint, and special coatings.
2. All underground piping and electrical.
3. Leak detection of non-visible plumbing.
4. Chemical and water treatment systems, including the chemical conditions of the water in the pool/spa.
5. Sizing, adequacy and projections of life expectancy or future performance of any equipment, system, structure or component.
6. Determining compliance with installation guidelines, regulations, covenants, or other restrictions, including, local interpretations thereof.
7. All other Limitations, Exceptions, Exclusions as set forth in the Standard Inspection Agreement.
8. All Diving boards.

I have read and agree to the Limitations, Exceptions & Exclusions:

Initial _____ Initial _____

Professional Roof and Home Inspection Inspection Agreement

(Please read carefully)

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INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee. (unless contrary to California State Law)

In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 5 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. **Altering or repairing any item without giving us notice and a reasonable opportunity to investigate your claim will waive any claim you may have against us.**

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. Client acknowledges receipt of the standards of practice which applies.

This inspection does not constitute a warranty, an insurance policy or a guarantee of any kind. The Inspection Report reflects visual, non-invasive and non technically exhaustive observations of certain listed systems and components of the subject property AS OF THE DATE, TIME AND CONDITIONS WHEN THE INSPECTION IS PERFORMED and is not a listing of the repairs to be made.

Signature: _____ Date: _____

Print: _____

Signature: _____ Date: _____

Print: _____

Street Address:

City/State/Zip:

Buyer Present: Yes No

Client agrees to release reports to seller/buyer/Realtor®: Yes No

Inspector: Brian Smith Date: 09-10-2010 Inspection #: 10199

Inspectors Address: 3900 Pelandale #420 PMB #152 Modesto, CA 95356