

Contract Details

Client Name

This report is intended for Sample

Property Address

This report is intended for the property located at Sample, Sample, CA Sample

Inspector

Neil Mattson, Pro Inspection

View Report

Your report may be viewed at www.pro-inspection.com. Your user name is:

Sample

Your password is Sample

POOL/SPA INSPECTION AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, PLEASE READ CAREFULLY SCOPE OF THE INSPECTION

The pool/spa inspection to be performed for Client is a survey and basic operation of the systems and components of a pool/spa which can be easily reached or viewed without difficulty, moving obstructions, or requiring any special equipment or action which may result in damage to the property or personal injury to the Inspector. The purpose of the inspection is to provide the Client with information regarding the general condition of the pool/spa systems and components at the time of the inspection.

Inspector will prepare and provide Client a written report for the sole use and benefit of Client. The written report provides documentation of material defects in the pool/spa systems and components which, in the opinion of the Inspector, are a safety hazard, are not functioning properly, or appear to be at the ends of their service lives.

The inspection shall be performed in accordance with the Residential Pool and/or Spa Standards of Practice of the California Real Estate Inspection Association (CREIAsm), attached hereto and incorporated herein by reference, and is limited to those specified herein.

CLIENT'S DUTY

Client understands and accepts that an inspection and report in accordance with this Agreement is intended to reduce, but cannot eliminate, the uncertainty regarding the condition of the pool/spa systems and components or their safe usage.

Client agrees to alert the Inspector to all concerns, issues, or problems Client is aware of prior to the Inspection. Client agrees to read the entire written report when it is received and promptly call Inspector with any questions or concerns regarding the inspection or the written report. The written report shall be the final and exclusive findings of Inspector.

Client acknowledges that Inspector is a generalist and Client agrees to obtain further evaluations recommended by Inspector of any additional inspections by appropriate specialists before the close of transaction and prior to usage.

In the event Client becomes aware of a reportable condition within the time limitation of this Agreement which was not reported by Inspector, Client agrees to promptly notify said condition prior to making any repair, alteration, or replacement. Client acknowledges and agrees that failure to comply with this clause is a material breach of the Agreement.

ENVIRONMENTAL CONDITIONS

Client agrees what is being contracted for is a pool/spa inspection and not an environmental evaluation. In addition to those exclusions a limitations set forth in the Standards of Practice, Client understands and agrees this inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding the pool/spa systems and components, including but not limited to the presence of asbestos, lead, urea-formaldehyde, fungi, molds, mildew, PCBs, or other toxic, reactive, combustible, corrosive contaminants, materials, or substances in or on the water, air, soil, or building materials. Inspector is not liable for injury, health risks, or damage caused or contributed to by these conditions.

SAFE USAGE

THERE ARE SAFETY RISKS INHERENT WITH POOLS AND SPAS. THIS GENERAL INSPECTION CANNOT DETERMINE THAT A POOL/SPA OR RELATED EQUIPMENT ARE SAFE FOR USE BY ADULTS OR CHILDREN. INSPECTOR IS NOT LIABLE FOR INJURY OR PROPERTY DAMAGE ARISING FROM OR RESULTING TO THE POOL/SPA OR RELATED EQUIPMENT.

2<GENERAL PROVISIONS>If provided in conjunction with the sale or transfer of real estate, the written report is not a substitute for any transferor's disclosure that may be required by law, or a substitute for Client's independent duty to reasonably evaluate the pool/spa prior to the close of the transaction. This inspection Agreement and the written report do not constitute a warranty, guarantee, or insurance policy of any kind whatsoever.

No legal action or proceedings of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company or its officers, directors, shareholders, members, agents, or employees more than one year from the date Client discovers, or through reasonable diligence should have discovered a claim or injury. In no event shall the time to commence an action exceed two years from the date of the inspection.

THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, and assigns.

This Agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof and maybe modified only by a written agreement signed by all parties hereto. The parties acknowledge that they each had the opportunity to review and revise this agreement and any rule of construction to the effect of any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this Agreement is executed on behalf of Client by any third party, the person executing this Agreement expressly represents to Inspector that he/she has the full and complete authority to execute this Agreement on Client's behalf and fully and completely bind Client to all of the terms, conditions, limitations, exceptions, and exclusions of this Agreement.

SEVERABILITY

Should any provision of this Agreement be held by a court of competent jurisdiction to be either entirely or partially invalid or unenforceable, the remaining provisions or parts thereof of this Agreement shall remain in full force and effect, unimpaired by the court's holding.

LIMITATION ON LIABILITY

LIABILITY OF THE INSPECTOR AND/OR THE INSPECTION COMPANY'S DIRECTORS, OFFICERS, MEMBERS, PRINCIPALS, AGENTS, AND EMPLOYEES FOR THE ACT, ERROR, OR OMISSION ARISING OUT OF OR RELATING TO THIS POOL/SPA INSPECTION AND REPORT IS LIMITED TO A REFUND OF THREE TIMES THE FEE PAID FOR THIS INSPECTION AND REPORT. THIS LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS, AND ANYONE ELSE WHO MAY OTHERWISE READ, RELY UPON, OR USE ANY INFORMATION PROVIDED BY THE INSPECTOR, AND/OR IN THE INSPECTION REPORT (CLIENT AND AFFILIATES). CLIENT AND AFFILIATES ASSUME THE RISK OF ALL LOSSES GREATER THAN THREE TIMES THE FEE PAID FOR THE INSPECTION. CLIENT AND AFFILIATES AGREE TO IMMEDIATELY ACCEPT A REFUND OF THREE TIMES THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY ARISE FROM OR RELATE TO THIS INSPECTION AND REPORT. CLIENT AND AFFILIATES UNDERSTAND THAT IF THEY DESIRE AN INSPECTION WITHOUT THIS LIMITATION ON LIABILITY THEY SHOULD NOT EXECUTE THIS AGREEMENT AND THEY SHOULD INQUIRE AS TO THE ADDITIONAL FEE REQUIRED TO PROCEED WITHOUT THIS LIMITATION AND/OR REFERRALS TO OTHER INSPECTORS OR ORGANIZATIONS.

Client acknowledges having read and understood all the items conditions, and limitations of this agreement and voluntarily agrees to be bound thereby and to pay the fee(s) listed here.

RESIDENTIAL POOLS/SPAS STANDARDS OF PRACTICE

Originally Adopted July 16, 2010 – Effective October 1, 2010

Part I. Definitions and Scope

These Standards of Practice provide guidelines for a real estate *inspection* of a residential *swimming pool/spa* and define certain terms relating to these *inspections*. Italicized words in these Standards are defined in Part IV, Glossary of Terms.

- A. A *pool/spa inspection* is a survey and basic operation of the *readily accessible systems* and *components* of a pool and/or spa. The purpose of the *inspection* is to provide the Client with information regarding the general *condition* of the *pool/spa*.
- B. A *pool/spa inspection* report will identify *pool/spa components* and *systems* which, in the opinion of the Inspector, are not *functioning* as intended or appear to be at the ends of their service lives.
- C. *Inspections* performed in accordance with these Standards of Practice are not *technically exhaustive*.

Part II. Standards of Practice

A *pool/spa inspection* includes the *readily accessible systems* and *components* listed in SECTIONS 1 through 5 subject to the limitations, exceptions, and exclusions in Part III.

SECTION 1 – Pool/Spa Vessel

A. Items to be *inspected*:

- 1. Above water level portions of the *pool/spa*
- 2. Perimeter deck coping at the *pool/spa*

B. The Inspector is not required to:

- 1. Determine if *pool/spa systems*, vessel, or *components* are free of leakage

SECTION 2 – Pool/Spa Barriers

A. Items to be *inspected*:

- 1. Fencing and other *barrier components* which restrict access to the *pool/spa* from outside the *pool/spa* area
- 2. Audible door alarms and other *components* which restrict access to the *pool/spa* from the interior of the home

B. The Inspector is not required to:

- 1. Evaluate adequacy of access *barriers* and *pool/spa* covers
- 2. Operate or test alarms or automated safety *devices*, other than simple audible door alarms
- 3. Inspect temporary or removable fencing or *barriers*

SECTION 3 – Pool/Spa Plumbing

A. Items to be *inspected*:

- 1. Pumps and pump motors
- 2. Readily accessible associated piping *systems*
- 3. Filtration *systems*
- 4. Skimmers
- 5. Drains

B. The Inspector is not required to:

- 1. Evaluate or operate backflow prevention *devices* or back-flush any *components*
- 2. Inspect chemical injection *systems* or conditioning *devices* and related *components*
- 3. Inspect or operate automatic water level refill *systems* or *components*
- 4. Determine if circulation *equipment* is properly designed or sized

SECTION 4 – Pool/Spa Electrical

A. Items to be *inspected*:

- 1. Pool/spa electrical panels
- 2. Operate GFCI test buttons
- 3. Disconnects, switches, and outlets
- 4. Pool/spa lighting
- 5. Bonding and grounding

B. The Inspector is not required to:

- 1. Operate circuit breakers
- 2. Remove covers from electrical panels, *equipment*, or *devices*
- 3. Determine adequacy of grounding and bonding
- 4. Determine that the electrical *system* is free of defects that could result in shock or electrocution

SECTION 5 – Pool/Spa Heating

A. Items to be *inspected*:

- 1. Heating *equipment*
- 2. Fuel gas piping
- 3. Combustion air and venting exhaust *systems*

B. The Inspector is not required to:

- 1. Inspect heat exchangers or heating elements
- 2. Inspect solar or geothermal heating *systems* or *components*
- 3. Evaluate the operation or calibration of thermostats
- 4. Determine water temperature, time to obtain hot water, or rate of temperature rise for a heater
- 5. Determine if fuel *systems* are free of leakage

Part III. Limitations, Exceptions, and Exclusions

A. The following are excluded from a *real estate inspection*:

- 1. *Systems* or *components* of a *pool/spa*, or portions thereof, which are below the waterline or underground or which are specifically excluded by the Inspector
- 2. *Systems* or *components* of a *pool/spa*, or portions thereof, which are not *readily accessible*, not *permanently installed*, or not *inspected* due to circumstances beyond the control of the Inspector
- 3. Determining whether the *pool/spa* is safe
- 4. Deficiencies which fall within the scope of routine maintenance
- 5. Chemical analysis of the water and water testing
- 6. Inspecting or reviewing *equipment* printouts or displays
- 7. Fuel tanks, pressure testing of any piping *system* or *components*, or determining leakage in pools/spas
- 8. Determining compliance with manufacturer's installation guidelines or specifications, building codes, accessibility standards, conservation or energy standards, regulations, ordinances, zoning, covenants, or other restrictions, including local interpretations thereof
- 9. Determining adequacy, efficiency, suitability, durability, quality, age, or remaining life of any *system* or *components*
- 10. Determining aesthetic *conditions*, marketability, or advisability of purchase
- 11. Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying, environmental, or soils-related evaluations
- 12. Environmental hazards or *conditions*, including, but not limited to, toxic, reactive, combustible chemicals, corrosive contaminants, or damage or health risks arising there from
- 13. Risks associated with *pool/spa* leakage events or *conditions* of nature including, but not limited to, geological, seismic, wildfire, and flood
- 14. Covers, valves, air switches, jets, and cleaners
- 15. Inspecting or operating non-essential *pool/spa components* or accessories including, but not limited to, fountains, water falls, diving or jump boards, ladders, slides, steps, pool houses, and *equipment* sheds
- 16. Differentiating between original construction or subsequent additions or modifications
- 17. Obtaining or reviewing information from any third-party, including but not limited to building permits, zoning information, product defects, construction documents, recalls, or similar notices
- 18. Specifying repairs or replacement procedures, or estimating costs of repair or operation
- 19. Communication, computer, security, remote control, or low-voltage *systems*, timer, sensor, or similarly controlled *systems* or *components*
- 20. Lighting pilot lights or activating or operating any *system*, *components*, or *appliance* that is *shut down*, unsafe to operate, or does not respond to *normal user controls*
- 21. Dismantling of any *system*, structure, or *components* or performing any intrusive or destructive examination, testing, or analysis

B. The *Inspector* may, at his or her discretion:

- 1. Inspect any *system*, *components*, *appliance*, or improvement not included or otherwise excluded by these Standards of Practice. Any such *inspection* shall comply with all other provisions of these Standards unless agreed otherwise.
- 2. Include photographs with the report or take photographs for Inspector's reference.

Part IV. Glossary of Terms

All definitions apply to derivatives of these terms when italicized in the text.

Term	Definition	Term	Definition
Appliance	An item such as a pump, motor, heater, etc. which performs a specific <i>function</i>	Barrier	A fence, wall, or other obstacle which restricts access to the <i>pool/spa</i> from outside the <i>pool/spa</i> area, including from the interior of the home
Condition	Conspicuous state of being	Determine	Arrive at an opinion or conclusion pursuant to a <i>pool/spa inspection</i>
Device	A <i>components</i> designed to perform a particular task or <i>function</i>	Equipment	An <i>appliance</i> , <i>fixture</i> , or <i>device</i>
Fixture	A plumbing or electrical <i>components</i> with a fixed position and <i>function</i>	Function	The normal and characteristic purpose or action of a <i>system</i> , <i>components</i> , or <i>device</i>
Inspect	Refer to Part I, "Definition and Scope", Paragraph A	Inspector	One who performs a <i>pool/spa inspection</i>
Normal User Control	Switch or other <i>device</i> that activates a <i>system</i> or <i>components</i> and is provided for use by an occupant of a building	Permanently Installed	Fixed in place, e.g. screwed, bolted, nailed, or glued
Pool/Spa	The subject of the <i>inspection</i>	Readily Accessible	Can be reached, entered, or viewed without difficulty, moving, obstructions, or requiring any action which may harm persons or property
Shut Down	Disconnected or turned off in a way so as not to respond to <i>normal user controls</i> user controls	Swimming Pool and Spa	A <i>permanently installed</i> vessel and filtration <i>system</i> being used for swimming or recreational bathing that contains water over 18 inches deep

Term	Definition	Term	Definition
System	An assemblage of various <i>components</i> designed to <i>function</i> as a whole	Technically Exhaustive	Examination beyond the scope of a real estate <i>inspection</i> , which may require disassembly, specialized knowledge, special <i>equipment</i> , measuring, calculating, quantifying, testing, exploratory probing, research, or analysis

CREIA Information

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Client acknowledges having read and understood all the terms, conditions, and limitations of this agreement and voluntarily agrees to be bound thereby and to pay the fee(s) listed here.

Inspection Fee: \$