

ZION INSPECTIONS

Professional Home Inspections

998 Hensley Ave San Bruno CA, 94066 Office: 650.676-8391 Fax: 650-794-0904 Cell: 415-505-0959

Pre-Inspection Agreement

This Agreement is entered into on 00 /00/ 2010 by and between *Zion Inspections* and **xxxxxx**

Property Location:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX California 94XXX 4 Bedroom 2.5 bath Lot size 2,639 Parcel # XXXXXXXX

- Inspection; Scope.** *Zion Inspections* agrees to complete a visual inspection of the home and improvements on the Property and to provide to Client an inspection report (Summary Notes with photos) on or before **X work days after the Completion of the site inspection.** Client acknowledges that the purpose of the inspection is to identify those areas of the Property which through the general visual and non-invasive observation of the *Zion Inspections* inspector(s) that are in need of major or minor repair, are a hazard to health or safety, Potential problems or which need further evaluation by a person specializing in the area of concern (e.g. Electrician, Plumber, Termite, HVAC, etc.). The inspection will include only those portions of the Property which are readily accessible and exposed to view by the inspector. **No inspection will be made and no report given on those areas of the Property which Zion Inspections inspector(s) determines to be unsafe to inspect un-accessible, Latent, Concealed, or not disclosed.**

Zion Inspections requires: (2) to (6) hours at all inspections locations. Two Inspectors at all Inspection locations and a sit down meeting after the report is collated to go over the report, notes and photos and to answer any concerns or questions the client might have.

NOTE:

- Zion Inspection Service is not a Termite Inspection Company and we do not perform Termite Inspections or termite eradication services.**

Zion Property Inspections does provide a services for wood and water damage. A visual and non-invasive inspection. (no dismantling of any components) observation of accessible areas to determine the possible presents of wood or water damage.

- Inspection; Right of Entry.** Client will make all necessary arrangements for and will coordinate with the owner of the Property, if other than Client, to allow the inspector(s) of *Zion Inspections* to enter into and upon the Property as needed to complete the inspection. Inspector(s) will not be required to move any furniture, equipment, debris, carpeting, shrubbery or other objects which may restrict or limit visual inspection. Inspectors will need access to the crawl space and attic if applicable.
- Inspection; Limitations of Scope.** In addition to the limitations described under the "Scope" section hereof, the inspection and report conducted by *Zion Inspections* will not include any of the following: hidden conditions, violations of building codes that are not visible, environmental contamination or problems, presence of toxic, flammable or radon gas, lead paint, formaldehyde, asbestos or any other potentially harmful substances that require testing to determine the extent of the hazard, the presence or infestation of pests or insects, powder post beetles, carpenter ants, or carpenter bees or flying or termites borrowing or digging insects of any kind or the presence of rodents or vermin, with the exception of what is elected in The Inspection Scope section 2, the body of the inspection report or not inspected due to inaccessibility concealed or listed as not included in report.
- Cost of this Inspection.** Will be paid *simultaneously* with start of the inspection, Client will make all payments payable to *Zion Construction*. The cost for this inspection is \$ 000.00 for the inspection and report to be issued pursuant to this Agreement.
- NO WARRANTY; LIMITATION OF LIABILITY AND DAMAGES.** Client acknowledges that neither the inspection nor the report issued by *Zion Inspections* pursuant to this Agreement makes any express or implied warranties or guarantees.

CLIENT HEREBY WAIVES ANY AND ALL WARRANTIES WHATSOEVER WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT FURTHER AGREES THAT WITH REGARD TO ANY LIABILITY CLAIMS OR ACTIONS AGAINST *Zion Inspections any subsidiaries or associated Companies*, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR REPRESENTATIVES, WILL BE HANDLED BY ARBITRATION OR MEDIATION.

8. **Miscellaneous.** In the event of any legal action whether between Client and *Zion Inspections* or any of its officers, directors, employees, representatives or agents will be handled by arbitration or mediation. The prevailing party shall be entitled to recover attorneys' fees and costs. In connection with any litigation initiated by Client against *Zion Inspections*, its officers, directors, employees, representatives or agents. Client waives right to trial by jury any and all disputes will be resolved through arbitration. This Agreement represents the entire agreement between the parties and may not be amended unless in writing signed by all parties. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Notwithstanding the foregoing, nothing herein should be construed to give rise to any rights or benefits whatsoever by any third party beneficiary.

8. **Disclosure.** Client hereby authorizes *Zion Inspections* to disclose (in addition to Client) the results of the inspection and to provide a copy of the inspection report to:

Client's only Client's lender Seller of the Property
 Seller's real estate broker City Permit Dept No Other Party

There is a \$10.00 fee per additional copy after second copy.

If any such information or report is authorized by Client to be provided, the person or entity receiving the information / report will not have any rights as a third party beneficiary under this Agreement.

Zion Inspections is not affiliated with any agency or service such as that provide: termite extermination service, radon testing agency, water testing agency, lead or asbestos testing agency, real estate agency, HVAC Services, Security systems services, Electrical Services, Telephone services or Cable services etc. *Zion Inspections* assumes no risk related to the performance of such services nor does *Zion Inspections* warrant these services in any way.

If *Zion Inspections* is requested to arrange for such services to be performed at the time of or after the home inspection or any other such time, such arrangement is provided for a fee for the convenience of the Client.

If there are any repairs required or recommended in this report upon clients request Zion Construction will provide an estimate of cost needed to perform the repairs.

Agreed to and signed on the date first set forth on page one of this agreement.

Client(s) or authorized representative (s) Sign name x: _____ Date 00/00/2010. Print name: _____ x: _____ Date _____ Print name: _____

<i>Zion Inspections</i> <u>Inspection # 0-2010 Date 00/00/2010.</u> Inspectors 1#: _____ 2#: _____ 3#: _____ 4#: _____
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