

DRI

HOME INSPECTION SERVICE

PRE-INSPECTION AGREEMENT

At your request, **DRI Home Inspection** is completing a property inspection conducted in accordance with the standards of practice of the **(ASHI) American Society of Home Inspectors**, a hard copy of which you can request, and which is commensurate with industry standards. The inspection has **clearly defined limitations** and is not a substitute for the Transfer Disclosure Statement, which the seller is required to provide by civil code. The inspection is performed by a generalist in a matter of hours and **does not include any warranties**, as opposed to those by specialists that could take several days to complete and could include warranties. Therefore, please **be aware of the following limitations of this service**: It is **not a code-compliance inspection** and does not include any research, such as that necessary to establish boundaries, easements, and the issuance of permits or certificates of occupancy. It is not a specialized inspection, such as that conducted by geologists, engineers, environmental specialists, and termite inspectors, who evaluate soil conditions, determine differential settling or structural movement, test the quality of air and water, or detect the presence of pests or rodents, and harmful contaminants, such as radon, methane, asbestos, lead, formaldehyde, electro-magnetic radiation, molds and fungi, termites, and other wood-destroying organisms.

Similarly, in accordance with **ASHI** standards, **DRI Home Inspections does not evaluate or endorse any concealed areas or components**, such as subterranean ducts, pipes, or conduits within walls, floors, or ceilings, obstructed switches and outlets, the slab beneath carpets, the interior of heat exchangers, air-conditioning coils and supply ducts, significant portions of chimney flues, and the waterproof membrane beneath roofs, balconies, tubs or shower pans. Also, we do not evaluate or endorse the following specific components: computerized systems, radio or remotely controlled components, central vacuum systems, alarm, telephone, cable, or intercom systems, private sewage systems, private water supply systems, water softeners, water circulating devices, water filtration or purification devices, the hermetic seal of dual-glazed windows or skylights, solar systems, fire-sprinkler systems, shut-off valves that are not in daily use, elevators, saunas, steam showers, humidifiers, electronic air cleaners, in-line duct motors or dampers, washers, dryers, and their valves or drain pipes, condensate pumps, thermostats, timers, clocks, rotisseries, refrigerators, portable or free-standing appliances, retaining walls, landscaping or landscape items, including decorative and low-voltage lighting, portable spas, fountains and ponds, barbecues, fire-pits, pool sweep assemblies, in-line chlorinators, or similar devices dispensing bromine or ozone, and the coatings on pools, spas, countertops, fixtures, appliances, decks and walkways.

In addition, **DRI Home Inspections do not tacitly endorse or guarantee the integrity of any structure or component that was built or installed without permit**, and which could include latent defects, or any item that may have been subject to a manufacturer's recall. What **DRI Inspections** provides is a conscientious but essentially visual inspection, recommendations for appropriate specialist service, and any consultation that may be necessary.

CHINESE DRYWALL DISCLOSURE

The Client Specifically acknowledges that the Property Inspection will not and is not intended to detect, identify, disclose, or report on the presence of **“Chinese Drywall”** products or the actual or potential environmental concerns of hazards arising out of the existence of products.

Client agrees to hold **DRI Home Inspections and Inspector** harmless for any injury, health risk, or damages of any nature caused or contributed to by these products.

Furthermore, Client acknowledges that any discussion regarding the actual or potential presence of **“Chinese Drywall”** are informative in nature only and that **DRI Home Inspections** or the Inspector do not hold themselves to be experts pertaining to the potential concerns associated with Chinese Drywall.

I agree that **DRI Home Inspections will not inspect for Chinese Drywall** and that they are not experts or authorized to do so.

Initial: _____

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MOLD DISCLOSURE

Buyer / Client is advised that the presence of certain kinds of mold, fungi, spores, airborne bacteria and other organisms may adversely affect the subject property and the health of individuals. Toxic mold is often the result of moisture invasion or water leakage inside the home.

DRi Home inspector(s) are not qualified to assess the presence of, or risk associated with mold. **DRi Home Inspector(s)** have not made any representation, express or implied, as to the existence or non-existence of mold, fungi, spores, or airborne bacteria in or around the subject property. Accordingly, the Buyer is advised to hire a qualified professional to inspect the property for the presence and the cause of mold, as well as possible remedies. This inspection should be performed during Buyer's inspection contingency period.

For further information, Buyer and Seller should contact the Environmental Protection Agency at www.epa.gov/laq and/ or the Center for Disease Control and Prevention at www.cdc.gov.

Seller has been advised that Seller's knowledge of any mold or other organism known to Seller must be disclosed in writing to the Buyer. Normally this disclosure would be made in the Seller's Transfer Disclosure Statement. In Addition, the seller should disclose any knowledge of any water or moisture invasion to the home, both present and past.

I agree that **DRi Home Inspections will not inspect for mold or fungi**, and that they are not authorized or licensed to do so. **Initial: _____**

In return and in consideration of the fee, you are agreeing with your signature to abide by the terms and conditions of the contract and to the following specific stipulations that you should acknowledge with your initials.

I understand that I can obtain a copy of the (ASHI) Standards of Practice from the web-site, DRihomeinspections.com, & waive the right to a more comprehensive, technical inspection by specialists. **Initial: _____**

I agree that any recommendations that DRi Home Inspections may make for service, a second opinion, or permit research should be completed and documented before the close of escrow or that DRi Inspections will be absolved of any subsequently alleged defect regarding that specific component or condition. **Initial: _____**

I agree that I will first attempt to resolve any dispute informally. Should such an attempt fail, I agree to submit the dispute to binding arbitration. **Initial: _____**

I agree that no legal action after 90 days of this dated Pre-Inspection Agreement and subject inspection will be taken against DRi Inspections or Inspector regardless of complaint. THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW. **Initial: _____**

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I agree that should a dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any negligence, fraud, or misinterpretation arising out of, from or related to the inspection or inspection report, shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, and conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated, please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.

NOTE: You and we would have a right or opportunity to litigate disputes through a court and have a judge decide the disputes, but have agreed instead to resolve disputes through mediation and binding arbitration.

Initial: _____

I agree that should I initiate either arbitration or a court action without first attempting mediation that I shall **not be entitled to recover attorney's fees and costs** that might otherwise be awarded to me through arbitration or a court action.

Initial: _____

I agree that if any portion of this contract is judged to be invalid or unenforceable by any court or arbitrator that the remaining terms and conditions shall remain in effect and binding between the parties.

Initial: _____

AUTHORIZATION

I have read and understood this contract and agree to all of the terms and conditions therein, and in consideration of a fee of \$_____.00, I authorize DRi Home Inspections to complete an inspection of the property in accordance with the Standards of Practice of the (ASHI) American Society of Home Inspectors.

CLIENT'S SIGNATURE _____

DATE _____

INSPECTOR'S SIGNATURE _____

DATE _____