



UNBIASED  
INSPECTIONS

Ron W. Ringgen

inspect@mlode.com

17175 Overland Trail, Sonora, CA. 95370

209-533-5044 Bus. 209-768-5054 Cell

209-532-2312 Fax

CalNACHI Certification #7123173

# SERVICE AGREEMENT

Inspection No. \_\_\_\_\_

Inspection Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Client's Name \_\_\_\_\_

Client's Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## WHAT YOUR INSPECTION INCLUDES

I will make a visual inspection of the prominently visible and accessible areas of the property. The inspection is a reasonable effort to access the **Durability** and **Serviceability** of the components of the property in its present state as these items significantly affect the value, desirability, habitability, or safety of the dwelling. "Significantly" as used herein means a condition that is "important or consequential"—a deteriorated condition for which the expense to repair would exceed \$100.00. My analysis is limited to my written report. The determination of any finalized building permits for this or related structures on the property is beyond the scope of the inspection.

I will attempt to be reasonably accurate and thorough by pointing out both the strong and weak points of the property. Home ownership brings with it the certainty that failures and repairs will occur. The home inspector will not be able to predict all such occurrences in a 4, 6 or even 8-hour investigation. The resulting report should provide you with a useful tool.

My inspection is not intended as a service call. Operable conditions of mechanical, electrical, plumbing devices or other items are only surmised from the visible evidence. No maintenance services, removal of cowlings, or destructive discovery can or will be performed. If I locate an item that is not serviceable or creates doubt I will suggest that a licensed tradesperson be contacted to investigate further or make repairs. This could require an additional fee to the appropriate specialist and may require, among other things, servicing equipment and/or destructive discovery.

This inspection is not conducted to detect every minor problem or condition that may exist in the building. Cosmetic deficiencies such as but not limited to dented walls, scratched or dented flooring, soiled or stained carpeting, scratches dents or dings on any surface is beyond the parameters of a regular home inspection and requires an additional fee.

The home inspection will be performed in accordance with the Standards of Practice of the Home Inspector organization, CalNACHI, the terms of which are incorporated into this agreement. A copy of the Standards of Practice is available upon request. For equipment and components of the home, which are not to be operated or tested, refer to the Standards of Practice.

**RISK OF BUYERS AND SELLERS** - Buyers are always at risk. THE VISUAL INSPECTION MAY ILLUMINATE SOME AREAS OF RISK, BUT CANNOT ELIMINATE IT. THE INSPECTOR IS LIMITED TO THE EXISTING CONDITION ON THE DAY OF THE INSPECTION, AND THE INSPECTOR IS NOT LIABLE FOR NONVISIBLE, OBSCURE, OR CONCEALED FAULTS. Claims for concealed conditions, whether intentional or unintentional, must be made against the seller of the property. This includes but not limited to, blown dual glaze window seals whose identity cannot be determined many times of the year, improperly made wiring connections, random outlets or switches that do not function, cracks in fireplaces, chimneys, flue liners or combustion chambers or leaks that only occur under certain or unusual conditions. The most conscientious visual inspection is not capable of determining all conditions that actually exist within a house. I make a random evaluation of some components and of course, cannot move furniture, etc., to obtain access. Although, there are many items that I might determine or surmise if given enough time, my evaluation is also limited by a reasonable investment of the time for the fee paid.

HAZARDOUS MATERIALS ARE BEYOND THE SCOPE OF THIS INSPECTION REPORT AND THE INSPECTOR IS NOT AN ENVIRONMENTAL EXPERT. IF ITEMS SUCH AS, BUT NOT LIMITED TO ASBESTOS, ELECTRO-MAGNETIC FIELDS, FIBERGLASS, FORMALDEHYDE, HAZARDOUS WASTES, MOLD, MILDEW, LEAD, RADON, SOIL CONTAMINATION, OR THE QUALITY OF DRINKING WATER AND WASTE DISPOSAL ARE A CONCERN, PLEASE CONTACT AN APPROPRIATE EXPERT.

**COMPLIANCE CODE** - The inspection is one of "serviceability", not code compliance. By necessity, my inspection deals with existing structures, which may have older types of wiring, plumbing, heating, etc. As an illustration, today most local building departments require ground fault circuit interrupters, insulation in the exterior walls, anchor bolts and many of other items which have not always been included in the building codes. Homes without these installations can be "serviceable", even though they do not meet current codes (or may not even be desirable for modern life styles.) I assume, but do not warrant, that the then current codes were complied with at the time of construction.

**WARRANTIES AND INSURANCE** - THE INSPECTION AND REPORT ARE NOT INTENDED TO BE CONSTRUED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE REGARDING THE CONDITION OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED, AND SHOULD NOT BE RELIED UPON AS SUCH. (Home Warranty Insurance Plans, which may insure appliances in the home, are available from other companies at the buyer's or seller's option.)

**YOU SHOULD NOTE**

The conditions stated in the report are not repair requirements or even suggestions. Some items in the report are, by definition, subjective and the opinion only of the Inspector stating the relative conditions encountered. My intention is to provide an unbiased analysis. The Inspector is not allowed to comment on the quality of materials and workmanship. Decisions regarding maintenance or repairs are left to you and your tradesperson. In addition, I am not allowed to answer the question, "would you buy this home if you were I?" My purpose is to create a report that can help you in your decision, but you should not base the decision to buy solely on my report. Your decision to purchase this home includes responsibility for the future maintenance of the grounds, structure, and mechanical/electrical/plumbing systems. Unfortunately, some homebuyer's later wish that they had not bought their home. Because you are a thoughtful consumer, I do not expect that situation to develop. In the unlikely event it should, your signature below waives the claim: "But for your inspection, I would not have bought this home" or other similar claims.

Time is of the essence to this agreement. In the event either party fails to comply with the provisions herein, all rights shall terminate. No further notice is required or shall be given. Paragraph titles and headings are not to be considered part of this agreement. This document along with the inspection report form contains the entire agreement between the parties and supersedes all prior agreements or representations with respect to the services for which the agreement was drawn.

**DISPUTE RESOLUTION** - If you feel the inspection was negligent in some respect, you are required as a condition, before invoking the arbitration provisions below, to immediately communicate this IN WRITING to our address above. Communication must be from the party ORIGINALLY contracting with me for my service. In any event, no claims will be honored after one year from the date of the inspection I believe that the difference between a good company and a bad company is how they handle their mistakes and I'm letting you know I intend to be one of the good company's. If we are unable to come to a resolution as a result of communicating between the parties, you are next required to submit to non-binding mediation. Mediation is a process by which people come together with one or more professionally trained and experienced mediators who assist them in resolving their dispute by negotiating a mutually satisfactory agreement. The result of a successful mediation hearing is a written settlement agreement that is legally enforceable. If mediation is unsuccessful, the parties may then proceed to arbitration as outlined below.

Any unresolved dispute, controversy or claim arising out of or in connection with this agreement or the breach thereof shall be submitted to final and binding arbitration. The judgment may be entered on the decision of the arbitrator(s) by any court of competent jurisdiction. The parties shall have the right to discovery in accordance with California Code of Civil Procedure section 1283.05. The sole and exclusive standard against which the inspection shall be judged will be the Standards of Practice as published by CalNACHI, which are incorporated in this agreement. Exceptions to mandatory arbitration include the filing or enforcement of a mechanic's lien and the filing of judicial action to enable the recording of a notice of pending action, for attachment, receivership, injunction, or other provisional remedies. Any such action shall not constitute a waiver of the right to arbitrate under this provision.

Property or equipment in dispute must be made accessible for re-inspection and/or arbitration. Arbitration shall occur in Sonoma, California and shall be governed by the laws of the state of California. By agreement herein, no arbitration award in favor of the client shall exceed the lower amount of three times the inspection fee or \$2500.00. Any arbitration award in favor of the inspector shall include payment or fees at the hourly rate below for time invested by the inspector, agents, employees, representatives and attorneys.

**SUBSTITUTE DISCLOSURE** - The inspection performed by the inspector is supplemental to any real estate transfer or Seller's Disclosure Statement and shall *not* be used for such Disclosure Statements.

**SATISFACTION GUARANTEE** - If the client is not satisfied with the quality of an inspection performed under this contract, Ringen's Unbiased Inspections will provide for a reinspection of the property by an outside inspection company. To exercise this option, the client must submit a request for a reinspection in writing to the company, via mail, fax or email within 48 hours of having received the final written inspection report. Ringen's Unbiased Inspections will pay the fees charged for the reinspection, up to the amount of the total inspection fee paid to Ringen's Unbiased Inspections, subsequent to receiving a duplicate copy of the reinspection report. Client will be responsible for any charges arising from the reinspection that are over and above the amount paid to Ringen's Unbiased Inspections under this contract. Clients who receive a reinspection from an outside inspection company under the provisions of the guarantee shall accept it as full settlement for any and all claims against Ringen's Unbiased Inspections.

**FEES AND BILLING STATEMENT:**

The fee for this inspection is \$ \_\_\_\_\_ due and payable and shall be paid at:  Time of inspection  when the report is received  
 Through Escrow: Company \_\_\_\_\_ City \_\_\_\_\_ Escrow# \_\_\_\_\_  
Escrow Officer \_\_\_\_\_ Office Phone (\_\_\_\_) \_\_\_\_\_ Fax# (\_\_\_\_) \_\_\_\_\_

NOTE: The inspection fee is for the service performed on the property. Re-inspections, research or expanded reports including disputed issues requiring investment of time by myself, our staff or principals will be payable at the rate of \$ 150.00 per hour. A late fee of \$95.00 is assessed on the fees charged to escrow.

**Permission is granted to perform an inspection per the above agreement, and payment is agreed upon as outlined above. I have read and accept this agreement:**

INSPECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_ BUYERS  REALTOR AS AGENT FOR  BUYER  SELLER

OWNERS PRINTED NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_