

<b>Inspection Fee:</b> \$ _____ <b>Payment Received by:</b> Cash _____ Check _____ # _____ <b>Client(s) present:</b> Yes _____ No _____ Agent _____
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## SWIMMING POOL/SPA INSPECTION CONTRACT

Client(s): \_\_\_\_\_

Property address: \_\_\_\_\_

**SCOPE OF THE INSPECTION:** I (Client) hereby request a limited non-invasive visual Inspection (unless otherwise specified in this report) of the pool/spa at the above address for my sole use and benefit. Clear Viz Pool agrees to perform the Inspection, as described above, for the Client. The undersigned Client(s) agrees to pay Clear Viz Pool the above stated Inspection Fee at the time of Inspection. There will be a minimum \$100 Handling Fee for billing through escrow. If escrow fails to close and payment is not received by Clear Viz Pool within 30 days of Inspection, or if payment should fail to be received within 30 days of Inspection for any reason, I agree to pay the legal interest rate (1.5% per month), reasonable attorneys' fees and collection costs incurred to secure payment due. I understand that I will be charged a fee of \$50.00 per returned item in the event of returned check(s).

The pool/spa Inspection is designed to identify the general condition of the swimming pool/spa and the supporting pool/spa components as they exist at the time of the Inspection, and whether or not said components are performing the function for which they were intended. We recommend that YOU (the buyer) ask the seller about prior repairs, covered/inaccessible items, or previous problems.

Most swimming pools/spas, except a new one, is in used condition and will show ordinary wear and tear. Please remember that older pools do not meet the current standards of newer pools, even though both might be performing adequate functions for when they were built and for which they are intended.

Inspector shall prepare a written Inspection Report for the sole use and benefit of Client(s) identified in this Contract. The swimming pool/spa needs to be clean at the time of Inspection and any covers removed. Inclement weather may prevent items from being inspected, and those items will be noted in the Inspection. Items not inspected due to inclement weather will not be re-inspected without an additional fee. Inspector is not responsible for interferences or restrictions.

The Inspection Report is not a warranty, guarantee or insurance policy of the structural integrity of the swimming pool/spa; or the mechanical condition of supporting equipment. The Report is the inspector's subjective determination of the condition of such items at the time the Inspection was performed. Estimates of any components age are approximate, and the expected/anticipated remaining life of a component is determined according to manufactures' specifications, service history – if available, and environment demands.

**LIMITATIONS, EXCEPTIONS AND EXCLUSIONS:** Excluded from this pool/spa Inspection is any system, structure, or component of the pool/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. The following are excluded from the scope of this pool/spa Inspection unless specifically agreed otherwise between Inspector and Client: (1) This Report specifically does not include or make any representations, warranties or guarantees regarding: soil conditions or structural stability; soils related examinations; engineering analysis; swimming pool/spa decking; cracks, flaws and/or defects in the swimming pool/spa structure; leaking of the swimming pool/spa structure; or underground plumbing. (2) Obtaining or reviewing information from any third-parties including, but not limited to: government agencies (such as permits); components or systems manufacturers (including product defects, recalls or similar notices); contractors; managers; sellers; occupants; neighbors; consultants; homeowner's (or similar) associations; attorneys; real estate agents; or brokers. (3) Environmental hazards or conditions including, but not limited to: toxic; reactive; combustible; chemical; corrosive contaminants; wildfire; geologic; or flood. (4) Dismantling or moving any system, structure, or component, or perform any intrusive or destructive examination, testing or analysis. (5) Systems or components of the pool and or spa that are not permanently installed. (6) Systems, structures, or components not specifically identified in the written Inspection. (7) Operating systems or components that have been disconnected, shut down, or, in the opinion of the inspector, could result in damage to the pool/spa's components or systems if reactivated. (8) Any area not exposed to view (concealed, inaccessible, buried, or underground). Specifically excluded items are any below grade components or underground systems, or portion thereof, or pressure testing of any piping. (9) Coming into contact with pool/spa water to examine the system, structure, or components. (10) Examine non-essential accessories, such as, but not limited to: pool equipment enclosures (pool houses/sheds); gazebos; pool furniture.

Client Initials _____ CVP Initials _____
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The Pool/Spa Inspection Report may contain recommendations for further evaluation by an individual, other than Inspector herein, who is qualified as an expert or specialist in that specific trade of profession. If Inspector recommends consulting other specialized experts, Client agrees to do so at their own expense. It is Client's duty and obligation to exercise reasonable care to protect themselves regarding the condition of the pool/spa, including those facts that are known to, or within the diligent attention and observation of, Client.

**LIQUIDATED DAMAGES:** It is understood and agreed by and between the parties hereto that it would be impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services as called for under this Contract, and in case of any failure to perform such services, negligence, or act or omission causing damage, and a resulting loss. Client's damages herein shall be liquidated and fixed in an amount equal to the Inspection Fee paid multiplied by one hundred fifty percent (150%) as liquidated damages and not as penalty, and this remedy shall be exclusive.

**SEVERABILITY:** Should any provision of this contract be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect, unimpaired by the court's holding.

**GENERAL PROVISIONS:** A pool/spa Inspection is only relevant for a period not greater than six months after the date of the subject Inspection as conditions can significantly change over time. The written Report is not a substitute for any transferor's or agent's disclosure that may be required by law, or a substitute for Client's independent duty to reasonably evaluate the property prior to the close of the transaction. This Inspection Contract and the written report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company or its officers, agents, or employees, more than six months from the date of this Inspection. **THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, and assigns.

This Contract constitutes the entire integrated Contract between the parties hereto pertaining to the subject matter hereof and may be modified only by written Contract signed by all of the parties hereto. No oral Contracts, understandings, or representations shall change, modify, or amend any part of this Contract. Each party signing this Contract warrants and represents that he/she has the full capacity and authority to execute this Contract on behalf of the named party(ies). If this Contract is executed on behalf of Client by any third party, the person executing this Contract expressly represents to Inspector that he/she has the full and complete authority to execute this Contract on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions, and exclusions of this Contract.

**ARBITRATION:** Any dispute concerning the interpretation or enforcement of this Contract, the Inspection, the Inspection Report, or any other dispute arising out of this relationship, shall be resolved between the parties by binding arbitration conducted in accordance with California Law, except that the parties shall select an arbitrator who is familiar with the real estate profession. The parties agree that they shall be entitled to discovery procedures within the discretion of the arbitrator. The arbitrator shall manage and hear the case applying law of the State of California to all issues submitted in the arbitration proceeding. The award of the arbitrator shall be final, and a judgment may be entered on it by any court having jurisdiction. Any disputed area to be arbitrated by: **Judicial Arbitration and Mediation Service (JAMS).**

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

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Real Estate Agent's Signature, on behalf of Client(s), binds Client(s) to terms of contract

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clear Viz Pool, Signature and Title

\_\_\_\_\_  
Date