



AmeriSpec
 22471 Aspan St., Ste. #104
 Lake Forest, CA 92630
 Ph#: (949) 454-0508

Doc #:	202101-85905	Inspector:	Tom McCorkell
Date:	1/15/2021		
Client:	Cheryl Jackson		
Address:	25741 Coldbrook, Lake Forest, CA		

GENERAL CONDITIONS

We attempt to give the client a comprehensive, clear-cut, unbiased view of the home. The purpose of this inspection is to identify 'MAJOR' problems associated with the property being purchased or sold, although minor items may also be mentioned. Areas which may be of concern to us may not be of concern to the client and some items which may be of concern to the client may be considered minor to us. This report may contain digital photos of the same items and components. These images are for your convenience only and do not represent all items or components that may be deficient. **ALL DEFECTS ARE NOT PHOTOGRAPHED**; the entire written report must be reviewed.

01..	Structure Type	The house is a single family.
02..	Levels	One story structure.
03..	Lot Type	Home is built on a flat lot with a slope in the rear.
04..	Estimated Age	39 to 41 years.
05..	Weather Conditions	Clear.
06..	Occupancy	Home was occupied at the time of inspection.
07..	Viewed From	Street.



AmeriSpec
 22471 Aspan St., Ste. #104
 Lake Forest, CA 92630
 Ph#: (949) 454-0508

TABLE OF CONTENTS

SECTION	PAGE
GENERAL CONDITIONS	1
DEFINITION OF TERMS	3
EXTERIOR.....	4
ROOF.....	7
ATTIC.....	8
PATIO.....	9
GARAGE.....	10
HEATING AND AIR CONDITIONING	11
PLUMBING.....	15
WATER HEATER.....	16
ELECTRICAL	17
SMOKE/CARBON MONOXIDE DETECTORS.....	19
OTHER SYSTEMS	19
KITCHEN AND DINING AREA	20
LAUNDRY	21
HALL BATHROOM	22
MASTER BATHROOM	24
ENTRY	25
LIVING ROOM.....	25
DINING ROOM	26
HALL.....	26
FRONT BEDROOM	27
MIDDLE BEDROOM	27
MASTER BEDROOM	28



AmeriSpec
22471 Aspan St., Ste. #104
Lake Forest, CA 92630
Ph#: (949) 454-0508

DEFINITION OF TERMS

Please take the time to analyze the following pages contained herein. This is your complete inspection report and must be reviewed carefully. Below is an index of the ratings used in this report.

S: The items inspected appeared in serviceable condition at time of inspection.

SERVICEABLE: The items inspected appeared to function normally at time of inspection.

N: The item was not present at the time of inspection.

Operable: The item inspected operated properly at time of inspection.

EXTERIOR

Our exterior evaluation is visual in nature and is based on our experience and understanding of common building methods and materials. Our review does not take into consideration the normal wear associated with virtually all properties. As per our inspection agreement, we do not inspect for termites, dry rot, fungus, or other wood destroying insects or organisms as that is a specially licensed trade. If deterioration and/or damage is noted on the exterior or interior of this home, we suggest further review of the termite report. Regardless of the age of the building, we recommend inquiring about any permits and inspection reports with final signatures for the building and for any changes, remodels or additions that may have been made to the building.

Step #	Component	Comment
101..	Driveway	Serviceable. Concrete.
102..	Walkways/Stairs	Serviceable. Brick and concrete.
103..	Walls/Fence/ Gates	Serviceable. Block walls with wood gates.
104..	Siding	Serviceable. Stucco and wood.
105..	Trim	Serviceable. Wood.
106..	Window Frames	Serviceable. Vinyl.
107..	Electrical	S
108..	Gutters/ Downspouts	S
109..	Sprinklers	System was tested in manual override only. Accuracy of the timing clock was not tested. Timer is located at the right side rear. Leak noted at one valve.

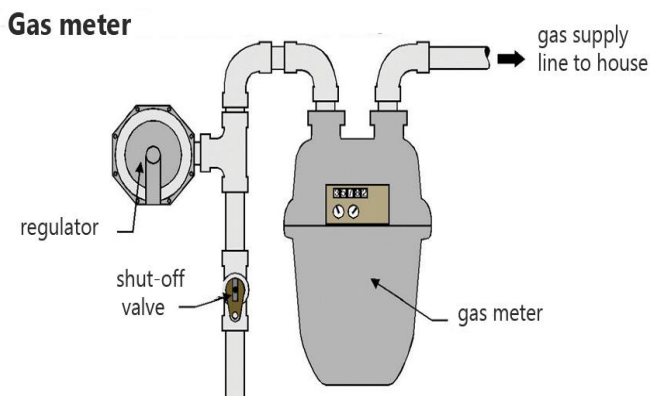


110..	Bell/Chime	S
111..	Chimney	N

- 112.. Lot
 Grade/Drainage Home is built on a flat lot with a slope in the rear.
 Geological evaluations are beyond the scope of this report.
 We recommend consulting with a geotechnical engineer if
 concerned by conditions listed in this report or which you
 have observed. Grade at the foundation appears to be
 adequate. Ground drains noted, not tested as they are
 beyond the scope of this inspection. Some drains are above
 the grade. Missing drain caps noted.



- 113.. Gas Meter Gas meter is located on the left side.



Shut-off valve noted.



- | | | |
|-------|----------------|--|
| 114.. | Foundation | Serviceable. Concrete slab construction. |
| 115.. | Other Comments | <p>1) Thermopane double pane windows noted in the home. The inspector is unable to determine if all double pane insulated windows in this property are completely intact and without compromised seals. Conditions indicating a broken seal are not always visible or present and may not be apparent or visible at the time of inspection. Dirt, tinting and changing conditions such as temperature, humidity, and lighting limit the ability of the inspector to visually review these windows for broken seals. For more complete information on the condition of all double pane windows, consult the seller and/or a licensed window contractor prior to closing.</p> <p>2) Low voltage exterior lighting system in the rear is wired with an extension cord, noted as a possible safety hazard, suggest further review.</p> |

ROOF

Our evaluation of the roof is to determine if portions are missing and/or deteriorating and, therefore, subject to possible leaking. Portions of underlayment and decking are hidden from view and cannot be evaluated by our visual inspection; therefore, our review is not a guarantee against roof leaks nor a certification.

Step #	Component	Comment
126..	Type/Material	Gable; tile.
127..	Flashing	S
128..	Condition	Roof shows normal wear for its age and type; appears to be in serviceable condition. Roof was visually inspected from accessible points on the interior and/or exterior. If a roof is too high, is too steep, is wet, is part of an association or is composed of materials which can be damaged if walked upon, the roof is not mounted by inspector. Therefore, client is advised that this is a limited review and a licensed roofer should be contacted if a more detailed report is desired.
129..	Skylights	N
130..	Roof Penetrations	S
131..	Other Comments	N

ATTIC

Step #	Component	Comment
141..	Access	Located in the master bedroom closet.



142..	Framing	Serviceable. Trusses.
143..	Sheathing	Serviceable. 1x6 slats and O.S. board.
144..	Evidence of Leak	No.
145..	Insulation	Yes, fiberglass batts.
146..	Ventilation	Attic fan is operable. Set at 90 degrees.



147..	Electrical	S
148..	Other Comments	N

PATIO

Step #	Component	Comment
201..	Cover	Serviceable. Wood patio cover.
202..	Enclosure	Serviceable. Block walls.
203..	Electrical	S
204..	Deck/Slab	Serviceable. Pavers.
205..	Stairs/Steps	N
206..	Railing	N
207..	Other Comments	Fire ring is operable.

GARAGE

Step #	Component	Comment
301..	Type	Attached; two car.
302..	Exterior	Serviceable. Stucco and wood.
303..	Roof	Roof above, see #128.
304..	Slab	Serviceable. Concrete.
305..	Garage Door	Serviceable. Metal roll-up type.
306..	Garage Door Hdwr	S
307..	Door Opener	The garage door opener is equipped with a safety reverse device which operated when tested at the time of inspection. Eye beams are installed too high, noted as a possible safety hazard, suggest further review with a specialist. The U.S. product safety commission recommends these devices be checked monthly. Inoperable light noted.
308..	Windows	N
309..	Screens	N
310..	Access Door	S
311..	Fire Door	Suggest adjusting the self-closer to close the door completely for fire safety.
312..	Fire Wall	See #404.
313..	Electrical	Added outlet noted, unable to determine if GFCI protected for safety.
314..	Other Comments	Storage appears to be an addition, unable to determine if properly installed or permitted. Rafters are not designed for storage purposes. Unable to fully inspect the garage, blocked by personal belongings.



AmeriSpec Inspection Service

This is a Confidential Report prepared for client only. Any Use by Unauthorized Persons is Prohibited. © 2012 AmeriSpec, Inc. AmeriSpec is a registered trademark of AmeriSpec, Inc. AmeriSpec services provided by either independently owned and operated franchise or corporate owned office, depending on location.

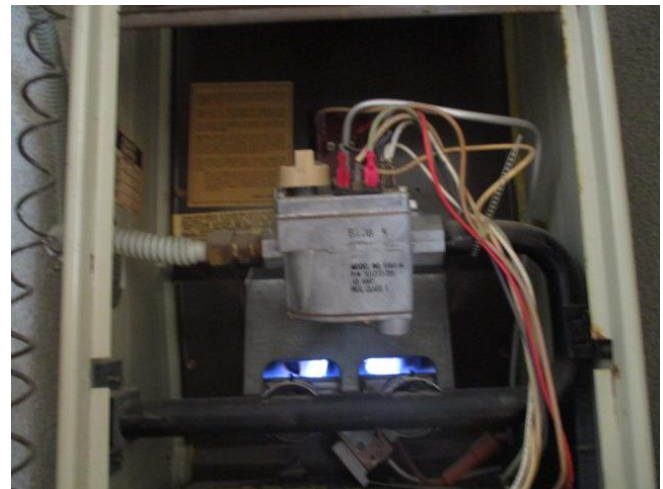
HEATING AND AIR CONDITIONING

Our evaluation of major systems is both visual and functional provided power and/or fuel is supplied to the component. Identifying or testing for the presence of asbestos, radon, lead based products, or any other potentially hazardous materials is not within the scope of this report. If the home was built prior to 1978, testing or additional inspection(s) by a specialist may be warranted. Judging the sufficiency of water flow in plumbing or the cooling efficiency of air conditioning is a subjective evaluation, therefore, we only note a poor condition if, in the inspector's opinion, the adequacy seems to be less than normal. We urge you to evaluate these systems prior to closing.

The adequacy, efficiency or even distribution of air throughout the building cannot be addressed by a visual inspection. The inspector does not perform pressurization or smoke tests on the duct system. As a result, no representation is made regarding the duct systems compliance with Title 24 of the California Energy Efficiency Standards for Residential and Nonresidential Buildings. Normal servicing and maintenance is recommended on a yearly basis to ensure that duct leakage is held to a minimum.

DISMANTLING AND/OR EXTENSIVE INSPECTION OF INTERNAL COMPONENTS OF ANY APPLIANCE, INCLUDING HEATERS AND HEAT EXCHANGERS, IS BEYOND THE SCOPE OF THIS REPORT. THE LOCAL UTILITY COMPANY WILL CONDUCT SUCH AN INSPECTION UPON REQUEST.

Step #	Component	Comment
400..	Heater location	Hall closet.
401..	Heating	Gas forced air unit. Manufactured date is 1981. Suggest contacting the gas company for a courtesy review due to the age of the unit. Filter is located under the heater.



Flexible gas line noted through the burner compartment, not the recommended material, suggest further review with a licensed HVAC contractor.



78° noted at the intake; 112° noted at the register, unit is heating within guidelines.



401a.. Venting Rust noted at the vent pipe.



402.. Air Conditioning Compressor is located on the patio. Manufactured date is 1982.



78° noted at the intake; 56° noted at the register, unit is cooling within guidelines.



An energy conservation control box, which may interrupt usage, has been attached to this unit. Suggest contacting the utility company if more information is desired.



403..	Thermostat	Operable. Located in the hall.
404..	Ducting	Flexible ducting noted in the garage, not the recommended material, suggest further review with a specialist.
405..	Other Comments	N

PLUMBING

Step #	Component	Comment
420..	Piping	Piping, where visible, is copper. Plumbing pipes have been epoxy lined per the homeowner/agent, not inspected as it is beyond the scope of this inspection.
421..	Main Shut-off	Main shut-off is located in the front. The main water shut-off was not tested. These can fail at any time due to non-use and corrosion.

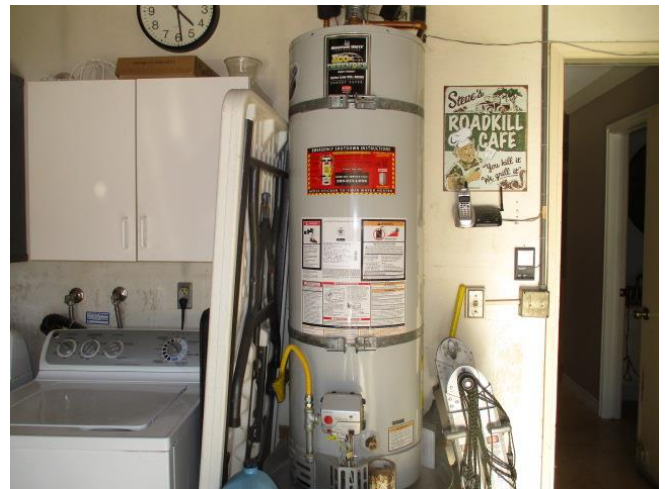
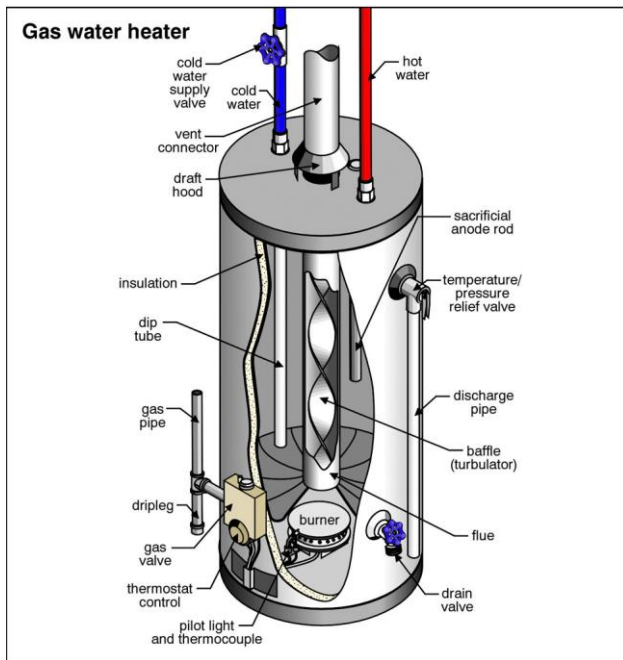


422..	Drain/Waste Vents	S
423..	Other Comments	Pressure regulator and 65 psi noted.



WATER HEATER

Step #	Component	Comment
430..	Capacity/Fuel/Location	40-gallon gas unit is located in the garage.



431..	Temperature Relief Valve	Temperature pressure relief valve is installed as a safety measure.
432..	Condition	Unit is operable. Manufactured date is 2016.
433..	Strapping	Water heater is anchored or strapped to resist horizontal displacement due to earthquake motion.
434..	Recirculation Pump	N
435..	Venting	S
436..	Other Comments	N

ELECTRICAL

Step #	Component	Comment
440..	Amperage	The main electrical service is 100 amps.
441..	Service Entrance	Service entrance is underground.
442..	Main Panel	Main panel is located on the left side.



443..	Sub Panel	N
444..	Overload Protection	Overload protection is provided by breakers. Bridge is not present at the dryer breaker, noted as a possible safety hazard, suggest further review with a licensed electrician.



445..	Main Disconnect	Main disconnect noted.
446..	Wiring	Low branch circuit wiring is copper.
447..	Futures	Futures are provided for possible expansion.
448..	Other Comments	Ground fault circuit interrupters (GFCIs) were not required in the kitchen when the home was built. Suggest client consider upgrading with GFCIs to enhance safety. These upgrades should be performed by an electrical contractor.

SMOKE/CARBON MONOXIDE DETECTORS

Step #	Component	Comment
460..	Location	Halls.
461..	Testing	Serviceable. We suggest periodic testing of the smoke detectors to ensure proper working order. If units are more than five years old the manufacture recommends replacement, client may wish to upgrade.
462..	Location	Bedrooms.
463..	Testing	Smoke detectors are not installed in each bedroom. While this may have been standard at the time of construction, client should consider upgrading for safety.

OTHER SYSTEMS

Step #	Component	Comment
490..	Other Systems	Sound system noted, not tested as it is beyond the scope of this inspection.

KITCHEN AND DINING AREA

The kitchen inspection is a combination of visual and functional. Shut-off valves and angle stops under sinks are not turned or tested during the inspection due to the possibility of causing leaks. All shut-off valves or angle stops should be turned regularly by the homeowner to ensure free movement in case of emergency. Appliances are operated, if power is supplied. Calibrations to cooking systems and oven self-cleaning cycle and timers are not evaluated nor life expectancies given to dishwashers. NOTE: Dishwashers can fail at any time due to their complexity. Our review is to determine if the system is free of leaks and excessive corrosion.

Step #	Component	Comment
501..	Floors	Cracked tile noted.
502..	Walls	S
503..	Ceiling	Patched.
504..	Doors	Serviceable. French.
505..	Windows	S
506..	Screens	S
507..	Cabinets	S
508..	Countertops	S
509..	Electrical	Some outlets are not GFCI protected, noted as a possible safety hazard, suggest further review with a licensed electrician.
510..	Sinks	Porcelain is chipped.
511..	Faucets	S
512..	Traps/Drains/Supply	S
513..	Disposal	Operable. Make: ISE.
514..	Dishwasher	Operable. Make: Kenmore. Our inspection is limited to operating the unit on the "normal wash" cycle only. Dishwashers most commonly fail internally at the pump, motor or seals. We do not disassemble these units to inspect these components.
515..	Stove/Cooktop	Operable. Make: Maytag. Electric.
516..	Oven	Operable. Electric. See #515.
517..	Hood/Fan	Unit is operable. Filter is dirty.
518..	Microwave	Operable. Make: G.E.
519..	Trash Compactor	N
520..	Water Filter	N
521..	Other Comments	Refrigerator was not inspected, not built-in.

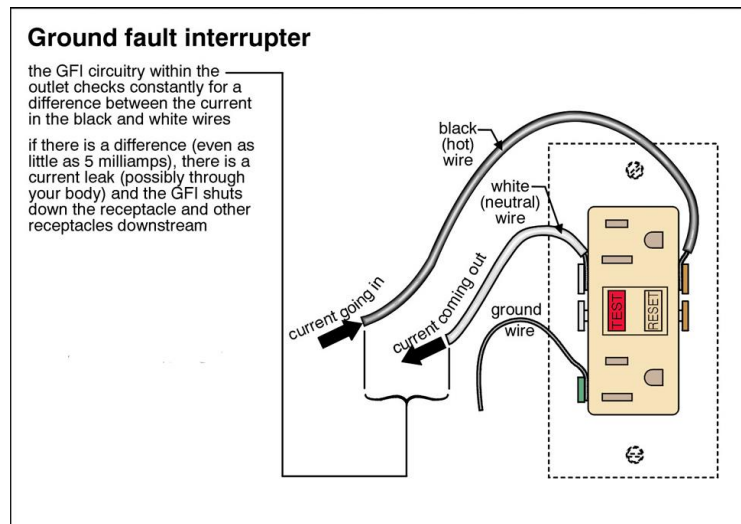
LAUNDRY

Step #	Component	Comment
601..	Floors	Serviceable. Concrete.
602..	Walls	S
603..	Ceiling	S
604..	Doors	N
605..	Windows	N
606..	Screens	N
607..	Cabinets	S
608..	Electrical	S
609..	Exhaust Fan	N
610..	Laundry Tub	N
611..	Washer H/Up	Serviceable. We do not disconnect the supply hoses to the washer, nor do we operate the valves. These can leak at any time and should be considered a part of normal maintenance. Drain stand and machines not tested.
612..	Dryer H/Up	Serviceable. 220 volt outlet only is provided.
613..	Other Comments	N

HALL BATHROOM

Our focus in bathrooms is directed at identifying visible water damage and/or visible plumbing problems. Shut-off valves and angle stops under bathroom sinks and toilets are not turned or tested during the inspection due to the possibility of causing leaks. All shut-off valves or angle stops should be turned regularly by the homeowner to ensure free movement in case of emergency.

Step #	Component	Comment
640..	Floors	Serviceable. Tile.
641..	Walls	Hole noted under the sink.
642..	Ceiling	S
643..	Doors	S
644..	Windows	N
645..	Screens	N
646..	Electrical	Serviceable. Ground fault circuit interrupter is provided for safety. We suggest periodic testing to ensure proper working order.



647..	Exhaust Fan	S
648..	Heating	S
649..	Tub	Chipped porcelain noted.
650..	Tub Enclosure	S
651..	Tub Faucet	Serviceable. Includes showerhead.
652..	Shower	N
653..	Shower	N
	Door/Enclosure	
654..	Shower Faucet	N

655..	Sink	S
656..	Sink Faucet	Stopper is disconnected.
657..	Traps/Drains/Sup ply	Sink drains slowly.
658..	Toilet	S
659..	Counter/Cabinets	S
660..	Other Comments	N

MASTER BATHROOM

Step #	Component	Comment
640..2.	Floors	Serviceable. Tile.
641..2.	Walls	Hole noted under the sink. Evidence of water penetration noted at the tub, dry at time of inspection.
642..2.	Ceiling	S
643..2.	Doors	S
644..2.	Windows	S
645..2.	Screens	S
646..2.	Electrical	Loose outlet noted.
647..2.	Exhaust Fan	S
648..2.	Heating	S
649..2.	Tub	S
650..2.	Tub Enclosure	N
651..2.	Tub Faucet	Includes showerhead. Diverter valve allows water through the faucet and sprayer at the same time.
652..2.	Shower	N
653..2.	Shower	N
	Door/Enclosure	
654..2.	Shower Faucet	N
655..2.	Sink	Serviceable. Double.
656..2.	Sink Faucet	Stopper needs adjusting to hold water.
657..2.	Traps/Drains/Supply	Sink drains slowly.
658..2.	Toilet	S
659..2.	Counter/Cabinets	S
660..2.	Other Comments	N

ENTRY

Our interior review is visual and evaluated with similar aged homes in mind. Cosmetic considerations and minor flaws can be overlooked, thus we suggest you double-check these items, if concerned. NOTE: AS POINTED OUT IN THE INSPECTION AGREEMENT, MATERIALS REGULARLY USED IN RESIDENTIAL CONSTRUCTION MAY CONTAIN POTENTIALLY HAZARDOUS SUBSTANCES SUCH AS ASBESTOS AND FORMALDEHYDE. OUR REPORT WILL NOT IDENTIFY THESE SUBSTANCES SINCE LABORATORY TESTING IS NECESSARY TO DETECT THEIR PRESENCE.

Step #	Component	Comment
701..	Floors	Serviceable. Tile.
702..	Walls	S
703..	Ceiling	S
704..	Doors	S
705..	Windows	S
706..	Screens	S
707..	Electrical	S
708..	Other Comments	N

LIVING ROOM

Step #	Component	Comment
710..	Floors	S
711..	Walls	S
712..	Ceiling	S
713..	Doors	N
714..	Windows	S
715..	Screens	S
716..	Electrical	S
717..	Other Comments	N

DINING ROOM

Step #	Component	Comment
720..	Floors	S
721..	Walls	S
722..	Ceiling	S
723..	Doors	N
724..	Windows	S
725..	Screens	S
726..	Electrical	S
727..	Other Comments	N

HALL

Step #	Component	Comment
801..	Floors	Serviceable. Tile.
802..	Walls	S
803..	Ceiling	S
804..	Doors	S
805..	Windows	N
806..	Screens	N
807..	Electrical	No safety cover plate noted at one outlet in the heater closet.



808..	Other Comments	N
-------	----------------	---

FRONT BEDROOM

Step #	Component	Comment
901..	Floors	Serviceable. Wood.
902..	Walls	S
903..	Ceiling	S
904..	Doors	S
905..	Windows	S
906..	Screens	S
907..	Electrical	S
908..	Closet/Wardrobe	S
909..	Other Comments	N

MIDDLE BEDROOM

Step #	Component	Comment
901..2.	Floors	Serviceable. Wood.
902..2.	Walls	S
903..2.	Ceiling	S
904..2.	Doors	S
905..2.	Windows	S
906..2.	Screens	S
907..2.	Electrical	Ceiling fan is off balance.
908..2.	Closet/Wardrobe	S
909..2.	Other Comments	N

MASTER BEDROOM

Step #	Component	Comment
901..3.	Floors	S
902..3.	Walls	Evidence of water penetration noted, bathroom is on the other side, dry at time of inspection.
903..3.	Ceiling	S
904..3.	Doors	Door is damaged.
905..3.	Windows	Unable to fully inspect, blocked by shutters.
906..3.	Screens	S
907..3.	Electrical	S
908..3.	Closet/Wardrobe	S
909..3.	Other Comments	N

SCOPE OF THE INSPECTION: This Inspection is a limited visual examination of certain readily accessible systems and components (designated for inspection herein) using normal operating controls and opening readily openable access panels. The purpose of the Inspection is to provide you with information about the condition of certain systems and components of the home at the time of the Inspection. The Inspection will be performed in accordance with the technical guidelines of the American Society of Home Inspectors (the "ASHI Standards")(referred to here in as "inspection guidelines"). (A copy of which is available from us upon request and should be reviewed by you prior to accepting our services). The inspection guidelines are hereby incorporated by reference in their entirety and are hereby made a part of this Agreement. All terms used herein and not otherwise defined shall have the meaning set forth in the inspection guidelines. Each AmeriSpec office is independently owned and operated and may participate in marketing programs or offer additional services that may be outside the scope of the ASHI Standards of Practice. See "Additional Services section below.

The inspector is a generalist and is not a licensed engineer or expert in any specific craft or trade. If the inspector recommends further action, including (but not limited to) consulting with a specialized expert(s), you must do so at your expense or otherwise assume all risks associated with failure to do so. **This Inspection is not technically exhaustive.** The fee charged for this Inspection is substantially less than that of a technically exhaustive inspection.

A written inspection report (Report) will be provided describing the following systems and components: structural components (including foundation and framing), exterior, roof system, plumbing system, electrical system, heating system, installed central and through-wall air conditioning systems, interiors, insulation & ventilation, and fireplaces & solid fuel burning appliances. The Report will identify the following: (a) which systems and components designated for inspection herein are, in the professional opinion of the inspector, significantly deficient or near the end of their services lives, (b) why the inspector deems the system or component to be significantly deficient or near the end of its service life, (c) whether further evaluation, correction or monitoring is needed, and (d) whether any system or component described herein was not inspected and why it was not inspected. We reserve the right to modify the Report for a period of time that shall not exceed forty-eight (48) hours after the Report has been first delivered to you. Nothing in this Agreement is intended to limit the inspector from reporting observations and conditions in addition to those identified herein or excluding systems and components from the Inspection if agreed to in writing and signed by the parties. Should we, as a courtesy, exceed any particular requirement set forth herein in one area, we shall not be obligated to exceed the requirements in other areas.

EXCLUSIONS: A system or component is not readily accessible if Inspection requires moving personal property, dismantling, destructive measures, or any action that will, in the opinion of the inspector, likely involve risk to persons or property. Anything not readily observable because it is concealed or inaccessible due to obstructions including (but not limited to) floor coverings, suspended ceiling tiles, insulation, furniture or other personal property, soil, vegetation, water, ice or snow cannot be inspected. We are not required to move or disturb such items in order to diminish or eliminate the obstruction. We are not required to report on or engage in any practice or act that is not included or that is specifically excluded in the inspection guidelines unless otherwise agreed to in a writing signed by the parties. We are not required to inspect anything identified in the inspection guidelines as limitations or exclusions specific to the systems and components inspected. The list of the following specific exclusions is not an exhaustive list; see inspection guidelines for additional

AmeriSpec

exclusions and limitations. We are NOT required to determine the following: remaining life of any system or component, the causes of any condition or deficiency, methods and costs of corrections, suitability of the property for a specialized use, market value or marketability, advisability of purchase of the property, the presence of pests such as wood damaging organisms (including termites), rodents or insect, rot/decay, fungus, including mold and mildew, decorative items, underground items, breached vacuum seals in insulated glass, or items not permanently installed. We are not required to do the following: predict future conditions including (but not limited to) failure of components, operate any system or component that is shut down or otherwise inoperable, light pilot lights, determine the presence of hazardous substances, enter hazardous areas, or perform engineering, architectural, plumbing, or any other job function requiring an occupational license or certification in your jurisdiction (unless the inspector holds a valid license or certification and the parties agree in writing signed by the parties on the additional service(s) for an additional fee). We are not required to inspect fences, soil conditions, spas, saunas, steam baths, pools (and related equipment), outbuildings (other than garage or carport), sprinkler systems, private and community waste disposal systems, telephones, cable television, intercoms, security systems, low voltage lighting systems, any timing systems, well systems, window-unit air conditioning systems, furnace heat exchangers, and heating or cooling systems when weather conditions or other circumstances may cause equipment damage. We are not required to inspect cosmetic items such as paint, wallpaper, carpet, or other finishes on walls, ceilings or floors, and any type of window treatment (such as blinds or draperies). We are not required to determine non-compliance with manufacturer's specifications or applicable regulatory requirements, including (but not limited to) building code compliance. Water/moisture, leaks, seepage and drainage problems are often only visible during or after a certain amount of rain. It is thus impossible to observe water/moisture, leaks, seepage and drainage problems unless the Inspection is conducted during or immediately after a rain sufficient to reveal such problems.

It is beyond the scope of this inspection to determine if any system or component is, has been, or will be part of any product, component or system recall in the future. Client may wish to subscribe or contact the CPSC (Consumer Product Safety Commission) for recall information regarding any system or component.

MOLD EXCLUSION: AmeriSpec is not responsible for discovering or reporting on the presence or absence of mold or mildew. Furthermore, AmeriSpec is not responsible for any damages that arise from or related to mold or mildew, even if the mold or mildew is a direct consequence of a condition upon which AmeriSpec is required to report as set forth in this agreement.

AmeriSpec

CALIFORNIA REQUIREMENTS: Division 3, Chapter 9.3 §§7195-7199 of the Business and Professions Code provides certain requirements for home inspectors (“California Requirements”). Pursuant to the California Requirements, the inspection report “shall identify the inspected systems, structures, or components of the dwelling, any material defects identified, and any recommendations regarding the conditions observed or recommendations for evaluation by appropriate persons.” As indicated above, AmeriSpec shall perform the Inspection in compliance with inspection guidelines. However, in the event that the California Requirements impose a duty or obligation not required in the inspection guidelines, we will comply therewith. In other words, we will exceed the inspection guidelines to the extent required by the California Requirements. This Inspection shall, thus, be in full compliance with the California Requirements.

ADDITIONAL SERVICES: We may be able to perform any one or more of the Ancillary Services listed in this agreement. The availability of the Ancillary Services varies depending on location. You should confirm availability prior to execution of this Agreement. Unless you request Ancillary Services by checking the appropriate line beside the desired service and we agree to perform the Ancillary Service by executing this Agreement, this agreement is for the general home inspection only and does not include the other delineated Ancillary Services, including but not limited to the following: carbon monoxide test, radon gas test, water analysis, onsite waste disposal system inspection, basic energy assessment, wood destroying insects (or organisms) inspection, pool and spa inspection, or invasive testing of EIFS, Exterior Insulation & Finishing Systems (also known as artificial or synthetic stucco) to determine the existence of moisture and damage related thereto.

In addition to performing Services under this Agreement, AmeriSpec may market and sell the services or products of other companies that may be of interest to its customers. AmeriSpec may be paid a fee by these companies based on a good faith estimate of the reasonable value of its services and expenses incurred by AmeriSpec in promoting, selling, processing, and advertising the services or products of these companies. The Customer acknowledges that the performance of services by these companies and the nature, quality and performance of any of their products is the sole responsibility of the respective companies, and that AmeriSpec shall not be liable for Customer dissatisfaction or any damages or losses arising therefrom. Further, Customer should contact the relevant service provider with questions or concerns regarding their services or products. AmeriSpec may also arrange for these service providers to send literature or make post-inspection contact with Customer. **If Customer does not wish to receive literature from or be contacted by a service provider, Customer must notify AmeriSpec.** Likewise, AmeriSpec may, where permitted by law, pay fees to third-party companies for marketing and selling AmeriSpec services or products. Such fees will be based on a good faith estimate of the reasonable value of the services and expenses incurred by the third-party company in promoting, selling, processing, and advertising the services or products of AmeriSpec.

DISPUTE RESOLUTION AND REMEDY LIMITATION: Notice of Claims – You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission of AmeriSpec in connection with the Services shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. **You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law.**

Arbitration – Any dispute concerning the interpretation of this Agreement or arising from the Services and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home inspection industry.

Limitations Period – Any legal action arising from this Agreement or from the Services and Report, including (but not limited to) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of the Services. **Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon. THIS TIME PERIOD IS SHORTER THAN PROVIDED BY LAW.**

Limit of Liability – Due to the nature of the Services we are providing, it is difficult to foresee or determine (at the time this Agreement is formed) potential damages in the event of negligence or breach of this Agreement by us. Thus, **if we fail to perform the Services as provided herein or are careless or negligent in the performance of the Services and/or preparing the Report, our liability for any and all claims related thereto is limited to the lesser of the cost to repair adjusted for the remaining life of the system or component or two (2) times the fee paid for the Services, and you release us from any and all additional liability. There will be no recovery for consequential damages.** You understand that the performance of the Services without this limitation of liability would be more technically exhaustive, likely require specialist(s) and would cost substantially more than the fee paid for this **limited visual inspection.**

OTHER PROVISIONS: Confidentiality – You understand that the Services are being performed (and the Report is being prepared) for your sole, confidential and exclusive benefit and use. The Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction (“third party”). If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, except where required by law, you agree to indemnify, defend, and hold us harmless for any claims or action based on the Services or the Report brought by the third party.

Nature of the Franchise Relationship – We are a franchisee of AmeriSpec, Inc. As a franchisee, we are an independently owned and operated business that has a right to use the AmeriSpec names and marks and system of operation. AmeriSpec, Inc. does not control our day to day activities. In retaining us to conduct the Services, you acknowledge your understanding that AmeriSpec, Inc., is in no way involved in conducting the Services, and is not responsible for our actions. Questions, concerns or complaints should be directed to us rather than AmeriSpec, Inc.

Severability and Entire Agreement – The parties agree that should an Arbitrator or Court determine that any provision(s) in this Agreement is void, voidable, or unenforceable, the remaining portions shall remain in full force and effect. This Agreement (in its entirety), and any attached, executed Addenda, contains the entire agreement between the parties, and there are no other representations, warranties, or commitments, except as are specifically set forth herein. This Agreement supersedes any and all representations or discussions, whether oral or written, if any, among the parties relating to the subject matter of this Agreement. This Agreement may be modified, altered or amended only if agreed to in writing and signed by the parties.

THE INSPECTION, ANCILLARY SERVICES, INSPECTION AGREEMENT AND REPORT DO NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND; NOR DO THEY SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW.