



Customer:

Property Address:

Date: 0X/0X, 2016

Time: XX:XX a.m. p.m.

Inspection Report Number:

RESIDENTIAL PROPERTY INSPECTION AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. CONSULTATION WITH AN ATTORNEY OR OTHER PROFESSIONAL MAY BE APPROPRIATE. THIS AGREEMENT ALSO CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING.

Customer named above hereby requests a **Residential Property Inspection** of the primary residence and all appurtenant structures at the above address, to be conducted by the above inspection company (herein referred to as the **Inspector**), for the **Customer's** sole use and benefit. **Customer** agrees to carefully read the entire **Agreement** and **Inspection Report** as they receive them and promptly call the **Inspector** with any questions **Customer** may have. To the extent any information discussed in any said oral communications are important to **Customer**, such discussions shall be incorporated into this **Agreement** in writing and signed by each of the parties or such discussions shall be super-ceded by the **Inspection Report**. **Customer** warrants that all necessary approvals have been secured for **Inspector's** safe entrance onto the subject property.

SCOPE OF SERVICES PROVIDED

The **Residential Property Inspection** the **Inspector** will perform for **Customer** (it being understood and agreed that the person or persons signing this **Agreement** as "**Customer(s)**" do so on behalf of all those on whose behalf the Inspection and Report is being obtained) is a non-invasive physical and visual observation of the visible portions of the structures, components, features, systems or items on the property identified and described below. Based on that observation, the **Inspector** will provide **Customer** with an **Inspection Report**. This **Agreement** and all printed and written statements in the **Inspection Report** define the limited scope of the **Residential Property Inspection** and the **Inspection Report**.

The **Inspection Report** will inform the **Customer** of significant visible defects or conditions that were observed at the time of the **Residential Property Inspection**. The **Inspector** will not be obligated to comment upon or disclose conditions that are aesthetic in nature.

This **Residential Property Inspection** is limited to a visual examination of the structures, components, features, systems or items that are normally exposed and readily accessible during the time of the **Residential Property Inspection**. The **Residential Property Inspection** does not contemplate or involve the dismantling, removal or moving of any object or portion of the premises. Generally, this means that the following major structures, components, features, systems or items will be observed and evaluated to the extent possible under the circumstances: the building's foundation; subfloor framing; site drainage as it affects the structure(s); electrical system and equipment; plumbing system and fixtures; heating, ventilation and air conditioning system, controls and ducting; water heating; exterior walls, eaves, windows, doors, trim, and appurtenances; roof and gutters; attic; venting; fireplaces and chimneys; interior walls, ceilings, floors and their coverings, stairs, doors, windows. Additional property features that may be included in the scope of the **Residential Property Inspection**, if they are within 12 feet of the primary structure(s), include decks, fencing and paving. Any minor defects that may be mentioned in the **Inspection Report** are included as a courtesy only and in no way expand or redefine the scope. The inspection will be performed in accordance with the Standards of Practice enclosed with this report or otherwise provided to **Customer**. Inherent, latent and concealed defects and deficiencies are excluded from the **Inspection Report**. **Inspector** shall have no liability for defects or conditions in structures, components, features, systems or items which are concealed from view or not readily accessible to the **Inspector** at the time of the **Residential Property Inspection**, for whatever reason. Weather conditions at the time of the **Residential Property Inspection** may limit the inspection of some structures, components, features, systems or items, or the ability of the **Inspector** to detect defects, damage or potential for problems.

The **Residential Property Inspection** and **Inspection Report** thereon is not a warranty, guarantee, or insurance policy. The **Residential Property Inspection** and **Inspection Report** are not intended and should not be used as a substitute for or relied upon as real estate transfer disclosures, which may be required by law. Home warranty policies, which include coverage for appliances, electrical, plumbing, heating and air conditioning systems are available, if desired. For information on such insurance, consult a licensed real estate professional. Your use or reference to the **Inspection Report** may help you identify some deficiencies in the property that is the subject of this **Residential Property Inspection**, but it cannot, and is not intended to, eliminate all risk.

The **Residential Property Inspection** and the **Inspection Report** are limited to the real property and do not include any personal property unless otherwise indicated in this **Inspection Report**. In the case of those items that are present in multiples in a typical residence, a representative sample of such items (e.g., cabinets, windows, the presence of safety glass in doors and windows, the operation and safety of electrical outlets and switches) is selected and checked. No representation is made as to the remaining useful life of any structure, component, feature, system, equipment or item that is covered by this **Residential Property Inspection**. Maintenance conditions may be discussed, but they are not a part of this **Residential Property Inspection**.

The **Residential Property Inspection** covers only those structures, components, features, systems or items expressly listed in the **Inspection Report**. Unless specifically agreed in advance between the **Inspector** and the **Customer**, the areas, structures, components, features, systems, equipment, items, risks, hazards or conditions excluded from the **Residential Property Inspection** and **Inspection Report** include, but are not limited to the following:

1. Evaluating or reporting on compliance or non-compliance with: international, state or local building, use, or zoning codes; ordinances; regulations; covenants; charters or other restrictions; requirements of the federal Americans with Disabilities Act (A.D.A.) and similar state or local laws or regulations. Researching, evaluating or reporting on permits and/or their verification. Researching, evaluating or

reporting on compliance or non-compliance with set-backs and easements; rights of way; property boundaries; conditions of title; previous ownership(s), events, use or occupancies relative to the subject property.

2. Seeking, obtaining, evaluating or reporting on information that may be available from any third parties, including but not limited to: sellers, occupants, contractors, consultants, managers, government agencies, attorneys, agents, manufacturers, or homeowner associations. Researching, evaluating or reporting on compliance with manufacturers' specifications or installation guidelines.
3. Inspecting, testing, evaluating or reporting on common areas or systems, structures or components thereof, including, but not limited to, those systems, structures or components maintained by a homeowners association or similar common management.
4. Inspecting, evaluating or reporting on conditions related to animals, rodents, insects, wood-destroying insects or organisms, mold and mildew, or damage(s) caused thereby.
5. Researching, testing, evaluating or reporting on information and/or conditions pertaining to the history or likelihood of wildfires or floods.
6. Performing or reporting any form of engineering analysis such as: structural, geological, seismic, hydrological stability, or soil condition and/or erosion evaluations; land surveying; or architectural evaluations. Performing or reporting any technically exhaustive or technically specialized inspections, evaluations, or tests of any type. Performing or reporting evaluations regarding the fire-resistive properties of any system, structure or component of the building. Testing, analysis, evaluation or reporting on unique, custom and/or technically complex systems or devices, such as: heat exchangers; solar and radiant heat performance of buildings; insulative performance; remote control systems; light, motion or pressure sensing devices used in conjunction with lighting and/or security systems; security, emergency or fire safety systems (other than smoke alarms); security bars and/or safety/escape equipment; secured, safety or panic rooms and their systems; seismic safety valves or controls; solar heating and/or solar electric systems; air filters and/or air quality systems; radio-, telephone- or computer-controlled devices or systems; automatic timer controls; elevators, lifts and dumbwaiters; satellite dishes; automatic gates, their sensors and controls; clocks, thermostats, etc.
7. Researching, inspecting, testing, evaluating or reporting on information and/or conditions pertaining to environmental and health hazards, concerns or conditions, including, but not limited to: toxic, reactive, combustible and corrosive contaminants, such as asbestos, lead, radon, electromagnetic fields, urea formaldehyde, PCB's, or chlordane; soil quality or contamination; water quality or contamination; underground storage tanks; proximity or other exposure to toxic waste sites; mold or mildew; organic or inorganic allergens; and chemical sensitizers.
8. Performing or reporting any electrical load calculations. Testing, evaluation or reporting on low voltage electrical systems, such as TV antennae, TV signal cables, telephones, telephone cables and lines, intercoms, security systems and their wiring, speaker wires, automated equipment, landscape lighting, etc. Testing, evaluation or reporting on gas shutoff valves. Inspecting for, detection of, or evaluation or reporting of any active or potential gas leaks.
9. Researching, inspecting, testing, evaluating or reporting on private water or private sewage systems or related equipment, such as wells, septic systems, sewage ejector pumps, water softeners, water purification systems, etc. Researching, inspecting, testing, evaluating or reporting on fire sprinklers. Inspecting, testing, evaluating or reporting on landscaping sprinklers and irrigation systems, except as otherwise noted. Inspecting, testing, evaluating or reporting on swimming pools, spas or hot tubs; fountains, ponds or water features; saunas or steam baths; or similar fixtures and equipment.
10. Researching, inspecting, evaluating or reporting on building or property line measurements, property value appraisal, and costs for any corrective work that might result from information provided in the **Inspection Report** or otherwise. Inspecting, evaluating or reporting on detached ancillary buildings (except for parking structures if included or as otherwise noted in the **Inspection Report**).
11. Inspecting, testing, evaluating or reporting on awnings, sun shades/screens, window films or coatings, sealed multi-pane window systems, storm windows, storm doors, shutters, and other such accessories.
12. Evaluating or reporting on the adequacy, efficiency, durability or quality of any system, structure or component. Researching, identifying or reporting on any product recalls, reported defects, or similar notices. Researching, inspecting, identifying or reporting on inherent or latent defects or known impairments to the useful life expectancy of systems, structures or components.
13. Inspecting, testing, evaluating or reporting on appliances and systems, structures, or components that are not permanently installed and are not typically sold as part of a residential property. Inspecting, testing, evaluating or reporting on window-mount or through-the-wall air conditioners or gas-powered air conditioners. Inspecting, testing, evaluating or reporting on gas and electrical appliances such as fire pits, barbecues, outside heaters and lamps.
14. Researching, evaluating or reporting on the desirability, advisability of purchase, the fair market value, or the current or potential marketability of the subject property. Examining, testing, evaluating or reporting on noise, vibration, odor, light or other nuisance characteristics of any system, structure, or component on the subject property, or of any adjoining or nearby property, neighborhood or region. Researching, evaluating or reporting on regional weather patterns or animal migratory habits, and/or their potential effects on the subject property and its desirability, marketability or enjoyment. Researching, identifying, testing, evaluating and/or reporting on any condition located off the subject property that may adversely affect the desirability, marketability or enjoyment of the property, including, but not limited to: railroad tracks and yards; roadways and highways; agricultural, commercial and industrial establishments; and airplane routes or airports.
15. Inspecting, evaluating or reporting on cosmetic finishes and/or their condition, trees, lawns, landscaping and plants.
16. Items specifically noted as excluded in the **Inspection Report** or items not specifically identified as included in the **Inspection Report**.

Inspecting and reporting on some of the excluded items listed above may be available from **Inspector** for an additional fee.

INSPECTOR QUALIFICATIONS

Customer understands that the **Inspector** is a generalist, with only a general and non-specialized knowledge of residential property construction and related fields. The **Inspector** is not and does not represent him/herself as an expert in any specific field unless otherwise indicated in writing. The **Residential Property Inspection** and the **Inspection Report** provides the **Customer** with an independent evaluation of the subject property, based upon the experience of the individual **Inspector**. The **Inspection Report** identifies general, visible conditions that are believed to currently affect the subject property. The **Inspector** may recommend specialized experts for further evaluations or repairs; the decision to contact and employ any such experts is at the **Customer's** sole discretion and expense. **Customer's** failure to consult specialized experts as recommended by the **Inspector** or as would otherwise be prudent under the circumstances shall absolve the **Inspector** of all liability.

INDEMNITY

Customer shall ensure that all portions of the subject property to be made available to **Inspector** shall be in a condition suitable for safe entry and/or other safe access including but not limited to the removal of any potentially dangerous animals. **Customer** further warrants that **Inspector** shall have all lawful right to enter upon the subject property. **Customer** shall defend, indemnify and hold harmless **Inspector** from and against any injury, loss, damage, claims, penalties, fines, and/or other liability incurred as a result of any breach of the foregoing, any breach of any other representation, warranty or agreement on the part of **Customer**, the condition of the subject property,

and/or any negligent act or omission by or on behalf of **Customer**. The foregoing defense, indemnity and hold harmless in favor of **Inspector** shall supersede any waiver by **Inspector** of damages, consequential or otherwise, elsewhere herein provided.

SEVERABILITY

Should a court of competent jurisdiction determine that any portion of this contract is void or unenforceable, the remaining provisions shall remain in full force and effect.

COPIES/CONFIDENTIALITY

The **Inspection Report** is confidential and is provided by the **Inspector** solely and exclusively for the private use of the **Customer**. **Customer** may provide copies of the **Inspection Report** to other party(ies) for informational purposes and real estate agent/broker(s) directly involved in a transaction involving the subject property; otherwise, **Customer** agrees not to loan, transfer, copy, transmit or disseminate it to any third party (including but not limited to lenders and insurance companies) without the express written consent of the **Inspector**. Any copy of the **Inspection Report** provided to any third party with such consent shall be complete, unaltered, and shall include this **Agreement**.

DISPUTE RESOLUTION

Customer understands and agrees that any claim for failure to accurately report any defect or condition in the subject property, as limited herein above, shall be made in writing and reported to the **Inspector** within 10 business days of discovery by the **Customer**, and **Customer** shall take all reasonable and prudent measures to prevent damage or loss. **Inspector** agrees to respond within 10 business days after actual receipt of any such notice. **Customer** and **Customer's** agents, employees or independent contractors shall make no alterations, repairs or replacements to the reported condition that is the subject of the notice prior to a reinspection by the **Inspector** and/or the **Inspector's** designated representative(s). **Customer** waives any and all claims relating to conditions that are altered or repaired without said notice or reinspection.

MEDIATION

Any dispute, controversy, interpretation of, or claims of any kind or nature whatsoever, including, but not limited to, claims for breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to this contract or arising out of, from, or related to the **Residential Property Inspection** and **Inspection Report** shall be submitted to mediation as the initial venue for dispute resolution. The mediation will be non-binding.

ARBITRATION

If mediation proves unsuccessful in resolving a dispute, controversy, or claim of any type as described above, said claim shall be submitted to final and binding arbitration under the Rules and Procedures of the American Arbitration Association. The Arbitrator shall be knowledgeable in the business of residential property inspections, shall have at least five (5) years of experience as a home and building inspector, and be a member in good standing of a recognized association of professional property inspectors, as evidenced by his/her date of full membership. An arbitrator must be selected within one (1) month's time from the request for arbitration. The accepted standard against which the **Residential Property Inspection** shall be judged is the "Standards of Practice" of that professional association in effect at the time of the inspection. The decision of the Arbitrator shall be final and binding, and judgment on the award may be entered in any Court of competent jurisdiction. By initialing immediately below, I certify that I have read, understood, and agree to this provision, and herewith waive my right to a trial.

CUSTOMER'S INITIALS: _____ / _____

STATUTE OF LIMITATIONS

THE PARTIES AGREE THAT NO LEGAL ACTION OR PROCEEDING OF ANY KIND, INCLUDING THOSE SOUNDING IN TORT OR CONTRACTS MAY BE COMMENCED AGAINST THE INSPECTOR OR THE INSPECTION COMPANY, OR ITS OFFICERS, AGENTS OR EMPLOYEES MORE THAN ONE YEAR AFTER THE DATE OF THE SUBJECT RESIDENTIAL PROPERTY INSPECTION. TIME IS EXPRESSLY OF THE ESSENCE HEREIN. CUSTOMER(S) UNDERSTAND(S) THAT THIS TIME PERIOD MAY BE SHORTER THAN OTHERWISE PROVIDED BY LAW. BY INITIALING IMMEDIATELY BELOW, I CERTIFY THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THIS PROVISION.

CUSTOMER'S INITIALS: _____ / _____

WAIVER OF CONSEQUENTIAL AND PUNITIVE DAMAGES; LIQUIDATED DAMAGES

IT IS UNDERSTOOD AND AGREED TO BY THE PARTIES HERETO THAT THE INSPECTOR IS NOT AN INSURER, THAT THE PAYMENT FOR THE RESIDENTIAL PROPERTY INSPECTION AND INSPECTION REPORT IS BASED SOLELY ON THE VALUE OF THE SERVICE PROVIDED BY THE INSPECTOR IN THE PERFORMANCE OF THE LIMITED VISUAL RESIDENTIAL PROPERTY INSPECTION AND PRODUCTION OF THE INSPECTION REPORT AS DESCRIBED HEREIN, THAT IT IS IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM A FAILURE TO PERFORM SUCH SERVICES, AND IN THE CASE OF FAILURE TO PERFORM SUCH SERVICES AND A RESULTING LOSS, INSPECTOR'S LIABILITY HEREUNDER SHALL BE LIMITED AND FIXED IN AMOUNT EQUAL TO THE INSPECTION FEE MULTIPLIED BY FOUR AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. FURTHERMORE, EXCEPT AS OTHERWISE HEREIN EXPRESSLY PROVIDED, AS MATERIAL CONSIDERATION HEREUNDER, THE PARTIES EACH WAIVE AGAINST THE OTHER, ALL DAMAGES OF A CONSEQUENTIAL NATURE AS WELL AS ALL THOSE WHICH MAY BE CHARACTERIZED OR DEEMED PUNITIVE OR EXEMPLARY. BY INITIALING IMMEDIATELY BELOW, I CERTIFY THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THIS PROVISION.

CUSTOMER'S INITIALS: _____ / _____

Fees:

- Home Inspection Fee: \$350.00
- Age over 30 years Fee: \$50.00, and \$50.00 for each additional 30 years
- Over 2000 sq ft Fee: \$50.00, and \$50.00 for each additional 500 sq ft
- Ferry or travel over 100 miles Fee: \$100.00

CUSTOMER'S INITIALS: _____ / _____

ACCEPTANCE

The **Inspection Report** shall be considered the final and exclusive findings of the **Inspector** regarding the **Residential Property Inspection**. **Customer** shall not rely on any oral statements made by the **Inspector** prior to or incident to issuance of the written **Inspection Report**.

All the provisions, limitations, exceptions and exclusions of this agreement shall apply to any optional services that **Customer** requests and **Inspector** provides.

Each party signing this **Agreement** warrants and represents that he/she has the full capacity and authority to execute this **Agreement**. This **Agreement** shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, and assigns however this **Agreement** may not be enforced by or on behalf of any alleged third party beneficiary. This **Agreement** and the printed terms, descriptions, conditions, limitations, exceptions and exclusions contained in the printed **Inspection Report** constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a mutual written agreement signed by the **Customer** and the **Inspector**. No oral agreements, understandings, or representations shall in any way modify this **Agreement**.

James Norman, Bailey Norman Home Inspection

Home Inspection Fee:

Additional Fees:

TOTAL:

Paid: Credit Card

Visa MasterCard Amex Discover

Card No.

Expiration Date

Cash

Customer acknowledges that he/she/they have read and understood all the terms, conditions and limitations of this Agreement. The Customer agrees to be bound thereby, and in consideration for the services provided by Inspector, the Customer agrees to pay the Property Inspection Fee listed above. Customer specifically acknowledges and agrees to the mediation, arbitration, waiver of jury trial, waiver of consequential and punitive damages, and liquidated damages provisions hereof.

Customer (Print) X _____ Date: _____

Customer (Sign) X _____ Date: _____

Inspector X _____ Date: 0X/0X/2016

WA State Standards of Practice can be found

<http://app.leg.wa.gov/WAC/default.aspx?cite=308-408C>

Standards of practice (SOP)—Purpose and scope.

Violations of the following SOP and ethics are subject to disciplinary action under RCW [18.235.130](#).

The purpose of a home inspection is to assess the condition of the residence at the time of the inspection using visual observations, simple tools and normal homeowner operational controls; and to report deficiencies of specific systems and components. Inspectors must perform all inspections in compliance with the SOP set forth by the Washington state department of licensing.

A home inspection is not technically exhaustive and does not identify concealed conditions or latent defects. This SOP is applicable to buildings with four or fewer dwelling units and their attached garages or carports.

Ethics—Statement of purpose.

In order to ensure the integrity and high standard of skill and practice in the home inspection profession, the following rules of conduct and ethics shall be binding upon the inspector.

The home inspector must:

- (1) Provide home inspection services that conform to the Washington state home inspectors' SOP.
- (2) Provide full written disclosure of any business or familial relationships or other conflicts of interest between themselves and any other party to the transaction. The parties may include, but are not limited to, buyers, sellers, appraisers, real estate licensees, mortgage representatives, title companies, vendors and service contractors.
- (3) Act as an unbiased party and discharge his or her duties with integrity and fidelity to the client.
- (4) Perform services and express opinions based on genuine conviction and only within the inspector's area of education, training, or expertise.
- (5) Not conduct a home inspection or prepare a home inspection report that knowingly minimizes, compromises or attempts to balance information about defects for the purpose of garnering future referrals.
- (6) Not provide services that constitute the unauthorized practice of any profession that requires a special license when the inspector does not hold that license.
- (7) Not accept compensation for a home inspection from more than one party without written disclosure to the inspector's client(s).
- (8) Not for one year after completion of the inspection repair, replace, or upgrade for compensation components or systems on any building inspected - this section applies to the inspector's firm and other employees or principals of that firm or affiliated firms.
- (9) Not provide compensation, inducement, or reward directly or indirectly, to any person or entity other than the client, for the referral of business, inclusion on a list of recommended inspectors or preferred providers or participate in similar arrangements. The purchase and/or use of low-value advertising or marketing services or products that does not exceed ten dollars per item, is not considered inducement or reward.
- (10) Not disclose information contained in the inspection report without client approval or as required by law. However, at their discretion inspectors may disclose when practical observed safety or health hazards to occupants or others that are exposed to such hazards.
- (11) Not advertise previous experience in an associated trade as experience in the home inspection profession. An inspector's advertised inspection experience will reflect only the inspector's experience as a home inspector and inspectors shall not advertise, market or promote their home inspection services or qualifications in a fraudulent, false, deceptive or misleading manner.
- (12) Not accept a home inspection referral or perform a home inspection when assignment of the inspection is contingent upon the inspector reporting predetermined conditions.

Exclusions and limitations.

Inspectors are not required to:

- (1) Determine the condition of any system or component that is not readily accessible; the remaining service life of any system or component; the strength, adequacy, effectiveness or efficiency of any system or component; causes of any condition or deficiency; methods, materials, or cost of corrections; future conditions including, but not limited to, failure of systems and components.
- (2) Comment on the suitability of the structure or property for any specialized use, compliance with codes, regulations, laws or ordinances.
- (3) Report the presence of potentially hazardous plants or animals including, but not limited to, wood destroying insects or diseases harmful to humans; the presence of any environmental hazards including, but not limited to mold, toxins, carcinogens, noise, and contaminants in soil, water or air; the effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances.
- (4) Determine the operating costs of any systems or components.

- (5) Determine the acoustical properties of any systems or components.
- (6) Operate any system or component that is shut down, not connected or is otherwise inoperable.
- (7) Operate any system or component that does not respond to normal user controls.
- (8) Operate any circuit breakers, water, gas or oil shutoff valves.
- (9) Offer or perform any act or service contrary to law.
- (10) Offer or perform engineering services or work in any trade or professional service other than home inspection.
- (11) Offer or provide warranties or guarantees of any kind unless clearly explained and agreed to by both parties in a pre-inspection agreement.
- (12) Determine the existence of or inspect any underground items including, but not limited to, underground storage tanks or sprinkler systems.
- (13) Inspect decorative items, or systems or components that are in areas not entered in accordance with the SOP.
- (14) Inspect detached structures, common elements and areas of multiunit housing such as condominium properties or cooperative housing.
- (15) Perform any procedure or operation that will, in the opinion of the inspector, likely be dangerous to the inspector or others or damage the property, its systems or components.
- (16) Move suspended ceiling tiles, personal property, furniture, equipment, plants, soil, snow, ice or debris.
- (17) Dismantle any system or component, except as explicitly required by the SOP.
- (18) Enter flooded crawlspaces, attics that are not readily accessible, or any area that will, in the opinion of the inspector, likely be dangerous to the inspector or other persons or damage the property, its systems or components.
- (19) Inspect or comment on the condition or serviceability of elevators or related equipment.
- (20) Inspect or comment on the condition or serviceability of swimming pools, hot tubs, saunas, sports courts or other similar equipment or related equipment.

Inspectors are not limited from examining other systems and components or including other inspection services. Likewise, if the inspector is qualified and willing to do so, an inspector may specify the type of repairs to be made.

An inspector may exclude those systems or components that a client specifically requests not to be included in the scope of the inspection or those areas that, in the opinion of the inspector, are inaccessible due to obstructions or conditions dangerous to the inspector. When systems or components designated for inspection under this SOP are excluded, the reason the item was excluded will be reported.

Recordkeeping.

The inspector is required to maintain the following records for a period of three years:

- (1) Preinspection agreements signed by the client and the home inspector for all home inspections.
- (2) Home inspection reports.
- (3) Timesheets or similar documentation used to establish proof of field training, when supervising a home inspector applicant/candidate.

Contracts.

A preinspection agreement is mandatory and as a minimum must contain or state:

- (1) Address of property.
- (2) Home inspector compensation.
- (3) General description of what the home inspector will and will not inspect. That description will include all items that the Washington state SOP requires to be inspected.
- (4) A statement that the inspection does not include investigation of mold, asbestos, lead paint, water, soil, air quality or other environmental issues unless agreed to in writing in the preinspection agreement.

Procedures.

A home inspector must:

- (1) Provide a copy of the preinspection agreement to the client prior to the inspection unless prevented by circumstances from doing so.
- (2) Provide the client a copy of the home inspection report according to the terms of the preinspection agreement.
- (3) Return client's money related to a home inspection report when ordered to do so by a court.

Structure.

An inspection of the structure will include the visible foundation; floor framing; roof framing and decking; other support and substructure/superstructure components; stairs; ventilation (when applicable); and exposed concrete slabs in garages and habitable areas.

(1) **The inspector will:**

- **Describe** the type of building materials comprising the major structural components.
- **Enter and traverse** attics and subfloor crawlspaces.
- **Inspect**

(a) The condition and serviceability of visible, exposed foundations and grade slabs, walls, posts, piers, beams, joists, trusses, subfloors, chimney foundations, stairs and the visible roof structure and attic components where readily and safely accessible.

(b) Subfloor crawlspaces and basements for indications of flooding and moisture penetration.

- **Probe** a representative number of structural components where deterioration is suspected or where clear indications of possible deterioration exist. Probing is not required when probing will damage any finished surface or where no deterioration is suspected.

- **Describe** any deficiencies of these systems or components.

- **Report** all wood rot and pest-conducive conditions discovered.

- **Refer** all issues that are suspected to be insect related to a licensed structural pest inspector (SPI) or pest control operator (PCO) for follow up.

(2) **The inspector is not required to:**

- **Enter**

(a) Subfloor crawlspaces that require excavation or have an access opening less than eighteen inches by twenty-four inches or headroom less than eighteen inches beneath floor joists and twelve inches beneath girders (beams).

(b) Any areas that are not readily accessible due to obstructions, inadequate clearances or have conditions which, in the inspector's opinion, are hazardous to the health and safety of the inspector or will cause damage to components of the home.

- **Move** stored items or debris or perform excavation to gain access.

Exterior.

An inspection of the exterior includes the visible wall coverings, trim, protective coatings and sealants, windows and doors, attached porches, decks, steps, balconies, handrails, guardrails, carports, eaves, soffits, fascias and visible exterior portions of chimneys.

(1) **The inspector will:**

- **Describe** the exterior components visible from ground level.

- **Inspect** visible wall coverings, trim, protective coatings and sealants, windows and doors, attached porches, decks, steps, balconies, handrails, guardrails, carports, eaves, soffits, fascias and visible exterior portions of chimneys.

- **Probe** exterior components where deterioration is suspected or where clear indications of possible deterioration exist. Probing is not required when probing will damage any finished surface or where no deterioration is suspected.

- **Describe** any deficiencies of these systems or components.

(2) **The inspector is not required to:**

- **Inspect**

(a) Buildings, decks, patios, fences, retaining walls, and other structures detached from the dwelling.

(b) Safety type glass or the integrity of thermal window seals.

(c) Flues or verify the presence of flue liners beyond what can be safely and readily seen from the roof or the firebox of a stove or fireplace.

- **Test** or **evaluate** the operation of security locks, devices or systems.

- **Enter** areas beneath decks with less than five feet of clearance from the underside of joists to grade.

- **Evaluate** the function or condition of shutters, awnings, storm doors, storm windows, screens, and similar accessories.

Roofs.

An inspection of the roof includes the roof covering materials; gutters and downspout systems; visible flashings; roof vents; skylights, and any other roof penetrations; and the portions of the chimneys and flues visible from the exterior.

(1) **The inspector will:**

- **Traverse** the roof to inspect it.

- **Inspect** the gutters and downspout systems, visible flashings, soffits and fascias, skylights, and other roof penetrations.

- **Report** the manner in which the roof is ventilated.

- **Describe** the type and general condition of roof coverings.

- **Report** multiple layers of roofing when visible or readily apparent.

- **Describe** any deficiencies of these systems or components.

(2) **The inspector is not required to:**

- **Traverse** a roof where, in the opinion of the inspector, doing so can damage roofing materials or be unsafe. If the roof is not traversed, the method used to inspect the roof must be reported.

- **Remove** snow, ice, debris or other material that obscures the roof surface or prevents access to the roof.

- **Inspect** gutter and downspout systems concealed within the structure; related underground drainage piping; and/or antennas, lightning arresters, or similar attachments.

- **Operate** powered roof ventilators.

- **Predict** remaining life expectancy of roof coverings.

Plumbing system.

An inspection of the plumbing system includes visible water supply lines; visible waste/soil and vent lines; fixtures and faucets; domestic hot water system and fuel source.

(1) The inspector will:

(a) **Describe** the visible water supply and distribution piping materials; drain, waste and vent materials; water-heating equipment.

(b) Report

(i) The presence and functionality of sump pumps/waste ejector pumps when visible or confirm the float switch activates the pump when the sump is dry.

(ii) The presence and location of a main water shutoff valve and/or fuel shutoff valve(s), or report that they were not found.

(iii) The presence of the temperature and pressure relief (TPR) valve and associated piping.

(iv) Whether or not the water temperature was tested and state that the generally accepted safe water temperature is one hundred twenty degrees Fahrenheit.

(c) **Inspect** the condition of accessible and visible water supply pipes, drain/waste plumbing and the domestic hot water system when possible.

(d) **Operate** fixtures in order to observe functional flow.

(e) **Check** for functional drainage from fixtures.

(f) **Describe** any deficiencies of these systems or components in the inspection report.

(2) The inspector is not required to:

(a) **Operate** any valves, including faucets of freestanding or built-in appliances or fixtures, if the outlet end of the valve or faucet is connected or intended to be connected to an appliance.

(b) Inspect

(i) Any system that is shut down or winterized.

(ii) Any plumbing components not readily accessible.

(iii) Floor drains and exterior drain systems, including but not limited to, exterior stairwell drains and driveway drains.

(iv) Fire sprinkler systems.

(v) Water-conditioning equipment, including softeners and filter systems.

(vi) Private water supply systems.

(vii) Gas supply systems.

(viii) Interior components of exterior pumps or sealed sanitary waste lift systems.

(ix) Ancillary systems or components such as, but not limited to, those related to solar water heating and hot water circulation.

(c) Test

(i) Pressure or temperature/pressure relief valve.

(ii) Shower pans for leaks or use special equipment to test/scan shower or tub surrounds for moisture in surrounding substrate materials.

(d) Determine

(i) The potability of any water supply whether public or private.

(ii) The condition and operation of water wells and related pressure tanks and pumps.

(iii) The quantity of water from on-site water supplies.

(iv) The quality or the condition and operation of on-site sewage disposal systems such as waste ejector pumps, cesspools, septic tanks, drain fields, related underground piping, conduit, cisterns, and related equipment.

(e) **Ignite** pilot lights.

Electrical system.

The inspection of the electrical system includes the service drop through the main panel; subpanels including feeders; branch circuits, connected devices, and lighting fixtures.

(1) The inspector will:

(a) **Describe** in the report the type of primary service, whether overhead or underground, voltage, amperage, over-current protection devices (fuses or breakers) and the type of branch wiring used.

(b) Report

(i) The existence of a connected service-grounding conductor and service-grounding electrode when same can be determined.

(ii) When no connection to a service grounding electrode can be confirmed.

(c) **Inspect** the main and branch circuit conductors for proper over-current protection and condition by visual observation after removal of the readily accessible main and subelectric panel cover(s).

(d) **Report**, if present, solid conductor aluminum branch circuits. Include a statement in the report that solid conductor aluminum wiring may be hazardous and a licensed electrician should inspect the system to ensure it's safe.

(e) Verify

(i) The operation of a representative number of accessible switches, receptacles and light fixtures.

(ii) The grounding and polarity of a representative number of receptacles; particularly in close proximity to plumbing fixtures or at the exterior.

(iii) Ground fault circuit interrupter (GFCI) protection and arc-fault circuit interrupter (AFCI) protection where required.

(f) **Report** the location of any inoperative or missing GFCI and/or AFCI devices when they are recommended by industry standards.

(g) **Advise** clients that homes without ground fault protection should have GFCI devices installed where recommended by industry standards.

- (h) **Report** on any circuit breaker panel or subpanel known within the home inspection profession to have safety concerns.
- (i) **Describe** any deficiencies of these systems or components.
- (2) **The inspector is not required to:**
 - (a) **Insert** any tool, probe or testing device into the main or subpanels.
 - (b) **Activate** electrical systems or branch circuits that are not energized.
 - (c) **Operate** circuit breakers, service disconnects or remove fuses.
 - (d) **Inspect** ancillary systems, including but not limited to:
 - (i) Timers.
 - (ii) Security systems.
 - (iii) Low voltage relays.
 - (iv) Smoke/heat detectors.
 - (v) Antennas.
 - (vi) Intercoms.
 - (vii) Electrical deicing tapes.
 - (viii) Lawn sprinkler wiring.
 - (ix) Swimming pool or spa wiring.
 - (x) Central vacuum systems.
 - (xi) Electrical equipment that's not readily accessible.
 - (e) **Dismantle** any electrical device or control, except for the removal of the deadfront covers from the main service panel and subpanels.
 - (f) **Move** any objects, furniture, or appliances to gain access to any electrical component.
 - (g) **Test** every switch, receptacle, and fixture.
 - (h) **Remove** switch and receptacle cover plates.
 - (i) **Verify** the continuity of connected service ground(s).

Heating system.

The inspection of the heating system includes the fuel source; heating equipment; heating distribution; operating controls; flue pipes, chimneys and venting; auxiliary heating units.

- (1) **The inspector will:**
 - (a) **Describe** the type of fuel, heating equipment, and heating distribution systems.
 - (b) **Operate** the system using normal readily accessible control devices.
 - (c) **Open** readily accessible access panels or covers provided by the manufacturer or installer, if readily detachable.
 - (d) **Inspect**
 - (i) The condition of normally operated controls and components of systems.
 - (ii) The condition and operation of furnaces, boilers, heat pumps, electrical central heating units and distribution systems.
 - (iii) Visible flue pipes and related components to ensure functional operation and proper clearance from combustibles.
 - (iv) Each habitable space in the home to determine whether or not there is a functioning heat source present.
 - (v) Spaces where fossil fuel burning heating devices are located to ensure there is air for combustion.
 - (vi) Electric baseboard and in-wall heaters to ensure they are functional.
 - (e) **Report** any evidence that indicates the possible presence of an underground storage tank.
 - (f) **Describe** any deficiencies of these systems or components.
- (2) **The inspector is not required to:**
 - (a) **Ignite** pilot lights.
 - (b) **Operate:**
 - (i) Heating devices or systems that do not respond to normal controls or have been shut down.
 - (ii) Any heating system when circumstances are not conducive to safe operation or when doing so will damage the equipment.
 - (c) **Inspect or evaluate**
 - (i) Heat exchangers concealed inside furnaces and boilers.
 - (ii) Any heating equipment that is not readily accessible.
 - (iii) The interior of chimneys and flues.
 - (iv) Installed heating system accessories, such as humidifiers, air purifiers, motorized dampers, heat reclaimers; solar heating systems; or concealed distribution systems.
 - (d) **Remove** covers or panels that are not readily accessible or removable.
 - (e) **Dismantle** any equipment, controls, or gauges except readily identifiable access covers designed to be removed by users.
 - (f) **Evaluate** whether the type of material used to insulate pipes, ducts, jackets and boilers is a health hazard.
 - (g) **Determine:**
 - (i) The capacity, adequacy, or efficiency of a heating system.

- (ii) Determine adequacy of combustion air.
- (h) **Evaluate** thermostats or controls other than to confirm that they actually turn a system on or off.

Air conditioning systems.

The inspection of the air conditioning system includes the cooling equipment; cooling distribution equipment and the operating controls.

(1) The inspector will:

- (a) **Describe** the central air conditioning system and energy sources.
- (b) **Operate** the system using normal control devices and measure and record temperature differential.
- (c) **Open** readily accessible access panels or covers provided by the manufacturer or installer.
- (d) **Inspect** the condition of controls and operative components of the complete system; conditions permitting.
- (e) **Describe** any deficiencies of these systems or components in the inspection report.

(2) The inspector is not required to:

- (a) **Activate** cooling systems that have been shut down.
- (b) **Inspect**
 - (i) Gas-fired refrigeration systems.
 - (ii) Evaporative coolers.
 - (iii) Wall or window-mounted air-conditioning units.
 - (iv) The system for refrigerant leaks.
- (c) **Check** the coolant pressure/charge.
- (d) **Determine** the efficiency, or adequacy of the system.
- (e) **Operate** cooling system components if the exterior temperature is below sixty degrees Fahrenheit or when other circumstances are not conducive to safe operation or when doing so might damage the equipment.
- (f) **Remove** covers or panels that are not readily accessible.
- (g) **Dismantle** any equipment, controls, or gauges except readily identifiable access covers designed to be removed by users.
- (h) **Determine** how much current the unit is drawing.
- (i) **Evaluate** digital-type thermostats or controls.

Interiors.

The inspection of the interior includes the walls, ceilings, floors, windows, and doors; steps, stairways, balconies and railings.

(1) The inspector will:

(a) Verify

That steps, handrails, guardrails, stairways and landings are installed wherever necessary and **report** when they are missing or in need of repair and **report** when baluster spacing exceeds four inches.

(b) Inspect

- (i) The overall general condition of cabinets and countertops.
- (ii) Caulking and grout at kitchen and bathroom counters.
- (iii) The interior walls, ceilings, and floors for indicators of concealed structural deficiencies, water infiltration or major damage.
- (iv) The condition and operation of a representative number of windows and doors.
- (c) **Comment** on the presence or absence of smoke detectors.
- (d) **Describe** any noncosmetic deficiencies of these systems or components.

(2) The inspector is not required to:

- (a) **Report** on cosmetic conditions related to the condition of interior components.
- (b) **Verify** whether all walls, floors, ceilings, doorways, cabinets and window openings are square, straight, level or plumb.

Insulation and ventilation.

The inspection of the insulation and ventilation includes the type and condition of the insulation and ventilation in viewable unfinished attics and subgrade areas as well as the installed mechanical ventilation systems.

(1) The inspector will:

- **Inspect** the insulation, ventilation and installed mechanical systems in viewable and accessible attics and unfinished subfloor areas.
- **Describe** the type of insulation in viewable and accessible unconditioned spaces.
- **Report** missing or inadequate vapor barriers in subfloor crawlspaces with earth floors.
- **Report** the absence of insulation at the interface between conditioned and unconditioned spaces where visible.
- **Report** the absence of insulation on heating system ductwork and supply plumbing in unconditioned spaces.
- **Describe** any deficiencies of these systems or components.

(2) The inspector is not required to:

- **Determine** the presence, extent, and type of insulation and vapor barriers concealed in the exterior walls.
- **Determine** the thickness or R-value of insulation above the ceiling, in the walls or below the floors.

Fireplaces and stoves.

Includes solid fuel and gas fireplaces, stoves, dampers, fireboxes and hearths.

(1) The inspector will:

- **Describe** fireplaces and stoves.
- **Inspect** dampers, fireboxes and hearths.
- **Describe** any deficiencies of these systems or components.

(2) The inspector is not required to:

- **Inspect** flues and verify the presence of flue liners beyond what can be safely and readily seen from the roof or the firebox of a stove or fireplace.
- **Ignite** fires in a fireplace or stove.
- **Determine** the adequacy of draft.
- **Perform** a chimney smoke test.
- **Inspect** any solid fuel device being operated at the time of the inspection.
- **Evaluate** the installation or adequacy of fireplace inserts.
- **Evaluate** modifications to a fireplace, stove, or chimney.
- **Dismantle** fireplaces or stoves to inspect fireboxes or remove rain caps to inspect chimney flues.

Site.

The inspection of the site includes the building perimeter, land grade, and water drainage directly adjacent to the foundation; trees and vegetation that adversely affect the structure; walks, grade steps, driveways, patios, and retaining walls contiguous with the structure.

(1) The inspector will:

(a) **Describe** the material used for driveways, walkways, patios and other flatwork around the home.

(b) Inspect

(i) For serviceability of the driveways, steps, walkways, patios, flatwork and retaining walls contiguous with the structure.

(ii) For proper grading and drainage slope.

(iii) Vegetation in close proximity to the home.

(c) **Describe** any deficiencies of these systems or components.

(2) The inspector is not required to:

- **Inspect** fences, privacy walls or retaining walls that are not contiguous with the structure.
- **Report** the condition of soil, trees, shrubs or vegetation unless they adversely affect the structure.
- **Evaluate** hydrological or geological conditions.
- **Determine** the adequacy of bulkheads, seawalls, breakwalls, and docks.

Attached garages or carports.

The inspection of attached garages and carports includes their framing, siding, roof, doors, windows, and installed electrical/mechanical systems pertaining to the operation of the home.

(1) The inspector will:

- **Inspect** the condition and function of the overhead garage doors and associated hardware.
- **Test** the function of the garage door openers, their auto-reverse systems and secondary entrapment devices (photoelectric and edge sensors) when present.
- **Inspect** the condition and installation of any pedestrian doors.
- **Inspect** fire separation between the house and garage when applicable.
- **Report** as a fire hazard the presence of any ignition source (gas and electric water heaters, electrical receptacles, electronic air cleaners, motors of installed appliances, etc.) that is within eighteen inches of the garage floor.
- **Describe** any deficiencies of these systems or components.

(2) The inspector is not required to:

- **Determine** whether or not a solid core pedestrian door that is not labeled is fire rated.
- **Verify** the functionality of garage door opener remote controls.
- **Move** vehicles or personal property.
- **Operate** any equipment unless otherwise addressed in the SOP.