

Granite Peak Inspection Inc.

Washington State Home Inspector License #554

Bradley E. Gotham, President
2668C Highway 20 East
Colville, WA 99114
(509)684-5827

Agreement for Home Inspection Services

Property address _____

Fee for the inspection is _____

THIS AGREEMENT made this _____ day of _____, 200____ by and between

(hereinafter known as "Client")

and Granite Peak Inspection, Inc
(hereinafter known as "INSPECTOR")

The Parties Understand and Agree as follows:

1. The INSPECTOR agrees to perform a limited visual inspection of the home's systems and components, as they exist at the time of the inspection. The inspection will be performed in accordance with the Washington State Standards of Practice <http://apps.leg.wa.gov/WAC/default.aspx?cite=308-408C>. The Client understands that the home inspector is a generalist and the purpose of this inspection is to identify and disclose visually observable major deficiencies of the inspected systems and components at the time of the inspection only. Detached buildings are not included except as detailed in the inspection report. Evaluation of minor, easily correctable or cosmetic deficiencies is not the intent of the inspection or the report. Any comments offered by the INSPECTOR that could be construed as over or beyond the standards of practice or the language of this contract, are offered as a courtesy and they do not comprise the bargained for report.

2. CLIENT understands that the home inspection is only one step in the client's "due diligence" process and the inspector is likely to recommend further evaluation, work or repairs by qualified parties. It is understood by the CLIENT that it is the inspector's role to look for signs of problems or damage. The full extent of that damage may not be revealed or may be hidden or not readily apparent. That is why an inspector calls for further evaluation by specialists and timely repairs. It is by law, per WAC 308408C-030, not the inspector's role to determine the full extent of any and all damage or to itemize problems or to estimate repair costs. CLIENT agrees that if further evaluation or repairs are delayed by client, or occur only after the transaction has closed, the financial consequences of that decision to delay rest solely with the client should unanticipated or further damage be found. CLIENT understands that conditions in a home can, and will, change from day to day and a home inspection is not a warranty or guarantee. CLIENT agrees that the inspection report does not constitute a warranty or guarantee against any defects or deficiencies that may be present or may arise in the future. It is understood that the inspection report is supplementary to the seller's disclosure, Form 17 and is a single step in the due diligence process.

3. This Inspection is being performed for the use of the CLIENT, who gives INSPECTOR permission to discuss and share observations and report information with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for third parties or repairpersons.

4. INSPECTOR performs home inspections and does not perform engineering, geological engineering, structural engineering, soil analysis, architecture, plumbing, electrical contracting, HVAC or any other job function requiring a separate license other than those licenses that apply for performing home inspections and structural pest inspections.

5. The CLIENT acknowledges that a home Inspection is NOT an environmental survey and the intent is not to report on the presence of environmental concerns or hazards in air, water, soil or building materials. If the client desires an environmental survey that would include searching for, reporting on or analysis of such concerns or hazards, a qualified specialist or testing firm should be hired. Environmental concerns that are in this category, and are therefore excluded, would include, but are not limited to, asbestos, radon, lead, urea formaldehyde, mold, mildew, fungus, odors; noise, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide, vermin, pet urine.

6. The Inspection only includes accessible systems and components expressly and specifically identified in the inspection report. The inspection limitations, exceptions and exclusions in the Standards of Practice are incorporated herein. Any area that is not exposed to view, is concealed or inaccessible because of storage, soil, walls, wallpaper, floors, carpets, ceilings, insulation, furnishings and sinks, toilets and other plumbing fixtures or in any other fashion is excluded. The Inspection does not include destructive testing or dismantling or moving belongings. The following basic systems and

components, with some limitations and exclusions, are part of a standard home inspection: site, structure, exterior, roof, plumbing, electrical, heating and cooling systems, ventilation and insulation, interior, fireplaces and attached garages. The following systems and components and areas are among those NOT included in the inspection or inspection report.

*Latent, intermittent, slow-developing or concealed defects in system or component installation or product recalls. Seismic safety, security or function of fire safety systems. Safety glass in windows.

*Private water, sewage systems, water softeners or purifiers, internal workings of radiant heat systems or solar heating systems. Inside sewer lines, fuel or gas lines, inside walls or floors, toilet flanges and sink or plumbing pipes and drains that go into a wall or are otherwise concealed

*Architecture, engineering, detailed structural analysis, zoning or building code compliance or environmental survey or permit or unique/technically complex systems or components, system or system and component life expectancy, extent of damage, cost of repairs or adequacy or efficiency of any system or component. Adverse conditions that may affect the desirability of the property including but not limited to proximity to railroad tracks, roadways, airplane routes, boundaries, easements or rights of way, adjoining properties or neighborhoods.

*Pools, spas, hot tubs, saunas, steam baths, their foundations or other types of or related systems and components. Free standing appliances or gas appliances, such as fire pits, barbecues, heaters and lamps

7. CLIENT understands that this inspection is not exhaustive, but the standard limited visual inspection of the readily accessible areas of the structure. CLIENT agrees that any claim, for negligence, breach of contract or otherwise, must be made in writing and reported to INSPECTOR within ten (10) business days of discovery. CLIENT further agrees to allow INSPECTOR the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions, before CLIENT, or CLIENT's agent, repairs, replaces, alters or modifies the claimed discrepancy. CLIENT understands and agrees that any failure to notify INSPECTOR, as stated above, shall constitute a waiver of claims CLIENT may seek against INSPECTOR. Any legal action must be brought within one (1) year from the date of the inspection, failure to bring said action within one (1) year of the date of the Inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen therefrom. Time is expressly of the essence herein. CLIENT understands that the maximum liability incurred by the INSPECTOR for errors and omissions in the inspection shall be limited to the fee paid for the inspection, the exception being those issues related to the performance of duties as a state licensed structural pest inspector. Any court action, the result of a dispute over this business transaction must be filed in Stevens County, Washington. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

8. The laws of Washington State shall govern this agreement. If any portion of this agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties. This agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and is signed by the parties and supported by valid consideration. This agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

9. Dispute resolution – Arbitration Clause

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the Inspection or Inspection report shall be submitted to final and binding arbitration in Stevens County Wa.. The decision of the arbitrator appointed thereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdictions

10. Payment is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments.

THE ABOVE TERMS ARE UNDERSTOOD AND AGREED TO, AND CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Date
Granite Peak Inspection Inc.
Bradley E. Gotham , President

Date
CLIENT or Representative
(one signature binds all)

Washington State Standards of Practice:

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.

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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.