



## HOME ANALYSIS SERVICE

P.O Box 391080 Mountain View, Ca. 94039-1080

OFFICE (650) 968-7747 FAX (650) 968-2466

Inspector: Gale Miyahara

<b>Order Information</b>			
This Report is Exclusively for:			
Client	Julius Trust	Inspection Date	6/25/07
Inspection Address	1290 Sharon Park Dr. #48, Menlo Park		
Weather Condition	Clear / Time 8:30 a.m.		
Agent	Maya Sewald	Office	C.B.
Phone	329-6693	Fax	

### INVOICE BILLING

Inspection Amount	\$450.00
Payment Instructions:	Bill to Client

### ESCROW INFORMATION

Title Company	
Escrow #	
Escrow Officer	
Title Co. Address	
Phone #	
Fax #	

\* The client is legally responsible for payment of the inspection cost whether any escrow closes or not. Billing through escrow is extended as a courtesy not to exceed 60 days. Invoices not paid will incur additional costs and the property will be subject to a mechanics lien.

**HOME ANALYSIS SERVICE**  
*Residential & Commercial Property Inspections*

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## INTRODUCTION

### **The Inspection Report must be read in its entirety to understand the scope and limitations of the Inspection Process.**

SCOPE OF INSPECTION: The scope of this report is limited to only the accessible areas of the premises including the amount of time allowed to inspect these items, so the intent of this report cannot be technically exhaustive in any one field. The scope of this report is limited to only the items discussed in the report, and does not extend to areas which were concealed by soils, walls coverings and veneers, floor coverings, treatments, furnishings or built up storage.

**\*The inspection does not include any dismantling of systems or appliances, temperature or refrigerant pressure testing or probing of any floor or wall coverings. Un-expected repairs/replacement to appliances and plumbing leaks can sometimes develop between the time of inspection and the close of escrow which is the determining factor in why this report is not a guarantee or warranty whether implied or expressed for the continued function of the items inspected.**

**\*Consult with your agent concerning the purchase of a Home Warranty Protection Policy.**

**\*There may be conditions or previous concealed repairs only known by the seller and have not been disclosed to the client or inspectors, the re-evaluation of all disclosures and conversation with sellers or agent should be of a concern.**

Disclaimers & Limitations: This report is not a building code or compliance check, nor does it warrant or guarantee that zoning code compliance's with either state or local agency requirements have been addressed. This report does not address any hazardous materials such as but not limited to asbestos, radon gas, lead, lead base paint, lead pipe, pesticides, abandoned underground tanks and electromagnetic fields (EMF), Etc. There are certain systems on the property that are not within the scope of this inspection, and they are security systems, pools & spas, septic tanks, underground tanks, sump pumps, solar equipment, radiant heating and heat pumps, water softeners and irrigation systems and timers. The geology of the site including soils stability or movement are not within the scope of this inspection, and should be addressed by a specialist in this field only.

**\*This report is not a Pest or Termite report and cannot be used in replacement of such reports. The presence or absence of pest, wood damaging organisms, fungus and water related damages, mold, insects or vermin is beyond the scope of this inspection and should be re-evaluated by a specialist in that field.** Periodic inspections by a licensed pest control and extermination company should be considered as part of regular property maintenance.

The inspection of the roof is not a substitute for a complete roofing inspection, only visible damage or penetrations will be referred to a roofing contractor for inspection and corrective repairs which will guarantee water tightness for a determined amount of time based on the roofing contractors warranty.

#### **Important Disclosure**

This report is provided for informational purpose only and is not a replacement for California Civil Code 1102 (Real Estate Transfer Disclosure Statement). However, if this is a sellers inspection this report can only be used to supplement the sellers disclosure requirements to within the scope of the property inspection. The buyer or client is obligated to exercise due diligence in hiring their own inspection with a qualified property inspector of their choice or accept requirements of a scheduled and paid for walk-thru inspection of the property before the close of escrow and understand the scope and limitations of this report. \*The procedures of this inspection conforms to the Standards of Practice and have been read and approved by the American Society of Home Inspectors (ASHI).

## DEFINITIONS

Inspections of most properties structural components and systems of the property often show signs of significant non function, excessive or unusual wear or deferred maintenance which are defined by key words in evaluating the condition or state of repair recommended.

- 1) *Newer Installation*: The item viewed or operated appears in excellent condition, and recently replaced.
- 2) *Good Serviceable Condition*: The item or appliance appears installed correctly and no adverse conditions were visible during operation.
- 3) *Non-Operational/ Corrective Action*: These are issues that affect performance or are safety priorities that require immediate attention or replacement.
- 4) *Non Code*: The building Dept. within the property jurisdiction is the only source to determine the code compliance of any installation. The misconception with code status is determining that the code only comply with installations applicable at the time of the original construction or modification performed.

### \*\*\*\*\* Disclaimer \*\*\*\*\*

This report is confidential and was prepared solely for the use of the client whose name appears on the front cover of this inspection report. **This report is not transferable to a third party without prior written approval from Home Analysis Service, a set monetary fee (usually half the cost of original inspection) and a physical walk through of the property in question with the third party so that all issues and limitations of the property inspection report can be discussed.** Much of the information discussed during the inspection process is verbal and may not be included in the written text of the inspection report.

**\*Home Analysis Service disclaims all responsibility to other parties who may rely on this report except for information only and not a guarantee or warranty of the condition of the property unless previous requirements have been met.**

**\*The contents and or information of this Inspection Report is valid for only one year from the date the inspection was performed.**

## Site & Building Exterior

<i>Exterior Siding</i>	The building exterior was a stucco clad siding that showed no visible damages and overall appeared in serviceable condition only where applicable and accessible to the unit. There were stucco cracks visible but do not appear to be the result of structural failure but moreover normal building movement usually attributed from seismic activity, expansive soils or material shrinkage.
<i>Driveway, Walks &amp; Grading</i>	The concrete aggregate walkways appear in serviceable condition. The common use walkways show visible cracks but no trip hazards and are considered cosmetic in nature at this time. The grading along the sides of the building complex is sloped towards the structure, but inspecting the exteriors and grading is beyond the scope of this inspection due to multiple unit building.
<i>Roof System Gutters &amp; Downspouts</i>	The roof also was not inspected by physically walking on the surface due to HOA responsibility.
<i>Chimneys &amp; Enclosures</i>	The wood chimney enclosure with metal chace pipe appeared in serviceable condition but was inaccessible to access from the roof or inspect from the exteriors.
<i>Decks, Fencing &amp; Retaining Walls</i>	The rear wood deck enclosure appears supported adequately where visibly accessible, but the overall condition of wood members should be addressed by the Pest Report.

## Site & Building Exterior

<p><i>Exterior Doors &amp; Garage Door</i></p>	<p>The exterior doors and glass and screen sliders functioned and latched normally.</p> <p>Note: The underground common use garage was not inspected and beyond the scope of this inspection.</p>
<p><i>Windows &amp; Trim</i></p>	<p>All accessible windows were operated for function in each room, and they functioned normally and appear to be in good serviceable condition. There were no visible cracked or broken window panes noted at the time of inspection.</p>
<p><i>Comments &amp; Recommendations</i></p>	<p>Recommendations only where applicable:</p> <p>As with all properties especially where negative sloping is a concern, the re-evaluating of the perimeter yard drainage to re-direct away from the structure is important for foundation and structure integrity.</p>

## Electrical System

<i>Main Panel</i>	The main electrical service is 220 volts with a main circuit breaker disconnect. The service panel was accessible to facilities only.
<i>Sub Panel</i>	There is a circuit breaker sub panel located in the coat closet that does not show any visible wiring problems. The circuit breakers were correctly sized with the proper wire gauge conductors, and there were no double lugged circuit breakers. *There was visible evidence of water intrusions to the sub panel from the electrical conduit servicing the A/C condenser disconnect located on the roof.
<i>Receptacles &amp; GFI Protection</i>	The exterior and interior receptacles were tested and showed to be of 3 prong grounded outlets and responded normally. GFI (ground fault interrupter) outlets which are current safety requirements to prevent hazardous shock were installed. There were no detected reverse polarity outlets or misrepresented grounded (3 prong) outlets on ungrounded circuits.
<i>Wiring</i>	The accessible wiring visible from accesses appear to be copper. The wiring was predominantly in protected metal conduit and non metallic sheathed romex that overall appears in serviceable condition only where accessible.
<i>Lights &amp; Switches</i>	The light fixtures around the premises appear in serviceable condition and those tested operated normally. The representative number of light switches operated responded normally. Note: The clothes dryer is plumbed for electric use.
<i>Comments &amp; Recommendations</i>	*Contact the HOA facilities to re-evaluate and repair the cause for water intrusion from the roof mounted A/C electrical disconnect / conduit and terminating at the coat closet sub panel enclosure.  Recommendation if not installed at required locations: Install GFCI circuit protection to electrical outlets in close proximity to water sources at the exterior, garage, laundry, kitchen and bathrooms to prevent accidental shock.

## Heating System

<i>Heating Source &amp; Condition</i>	<p>The main heating source was supplied by a newer (3 yrs) Carrier gas fired forced- air unit that was located in the hall closet. The visual only inspection (no dismantling) through the limited front burner access shows minimal corrosion, but no unusual deterioration or penetration crack damage to only the accessible areas of the lower heat chamber, (the complete viewing of the chamber can only be viewed after some dismantling and sometimes removal of the blower unit). The electronic pilot light was operating which ensures that the thermocouple is functional.</p> <p>*There was no hardwired emergency shutoff switch to the furnace installation, Consult with permitted installation.</p>
	<p>Disclaimer: Due to limited access to inspect the entire combustion chamber this report is not a guarantee or warranty that the unit is free of penetration damages and can only be detected after some dismantling and a more extensive inspection is performed (Purchase a home warranty policy for protection).</p>
<i>Ducts, Insulation &amp; Air Flow</i>	<p>The heat / air distribution ducting was not accessible to view. The air flow was good and consistent from all of the accessible ceiling registers.</p>
<i>Air Conditioning</i>	<p>The air conditioning system was operated for 2-5 minutes, and functioned normal with good cold air temperature and response time. During the operation there was no visible leaking or condensation buildup at the coil installation.</p> <p>Note: The cooling supply adequacy or distribution balance are not inspected.</p>
<i>Combustion Air &amp; Filters</i>	<p>Fresh air is required for proper combustion of the gas furnace and water heater appliances, do not put storage in front of these appliances to restrict proper ventilation. Interior closets require penetrations for combustion air access through the ceilings, sub vent or front door enclosures. The return air filter for the furnace shows some accumulation of dust and debris which prohibits effective air flow and decreases heating efficiency (replace now and every season).</p>
<i>Comments &amp; Recommendations</i>	<p>*Contact an HVAC contractor concerning the installation of emergency shutoff switch to furnace installation at hall closet.</p> <p>Information Only: The occupants of the house should be aware that the normal life expectancy for this type of heating unit is 15-25 years. The limited access to view the combustion chamber is not a guarantee that penetrations exist but only a best efforts view without having to dismantle the unit. For safety and a precaution especially with older units over 20 yrs. is to consult with PG&amp;E to re-evaluate the condition of the unit with the use of carbon monoxide detection devices, and it is also advised to install a carbon monoxide detector in the home for early detection and health safety during the use of any gas appliances.</p>

## Plumbing System

<i>Water Supply &amp; Pressure</i>	The property is serviced by a public water service for domestic needs. The water pressure appeared to be normal, (within the range of 40-60 psi), although this pressure may vary during the course of operation due to irrigation, house or neighborhood usage. The water clarity was good with no unusual discoloration or cloudiness detected at this time.
<i>Pipe Material &amp; Shutoff Values</i>	The water supply piping that was visible and accessible was copper that overall appears to be in serviceable condition where accessible. The main water shutoff valve was not located at the exterior of the complex. The gas meter and shutoff were located at the side corner of the complex and was accessible.
<i>Drain Lines &amp; Venting</i>	The waste and drain piping was visible plastic (abs) and cast iron. The vent piping for the waste / drain systems located as roof penetrations were inaccessible to inspect.
<i>Water Heater</i>	The domestic hot water is furnished by the HOA and not within the scope of this inspection to inspect or determine adequacy of hot water on demand.
<i>Exterior Plumbing &amp; Hose Bibs</i>	The exterior hose bibs were not within the scope of this inspection.
<i>Comments &amp; Recommendations</i>	Sellers are obligated to strap the water heater tank to current code compliance as of 1/1/96 (Bus. & Prof. Code 19211). The straps should be of 24 gauge min. steel or city approved materials with one strap within 9 inches of the top, and 4 inches of the bottom gas service valve. The fasteners should be a minimum 1/4"x3" threaded lag bolts. If the tank is placed away from the fixed structure then blocking must be installed to impede movement of the tank. <b>(Condition and proper securing of the water heater tank does not apply)</b>

## Kitchen

<i>Appliances</i>	The electric cook top and separate oven responded normally to the controls. The range hood exhaust fan was operated and functioned normally. The ISE disposal responded normally with no visible leaking under the sink. The GE dishwasher was operated a full cycle and appears in serviceable condition with no visible leaking. An air gap was installed.
<i>Cabinets &amp; Countertops</i>	The countertop was ceramic tiles and overall appeared in good serviceable condition. The wood cabinets show normal wear but no significant deterioration or damage. The cabinet doors and drawers slides functioned normally and were reasonably easy to operate.
<i>Sinks, Plumbing &amp; Fixtures</i>	The stainless steel sinks, fixtures and under sink plumbing showed no visible leaking or water damage and appeared in serviceable condition.
<i>Electrical &amp; Fixtures</i>	All the switches were tested and responded appropriately to an attached appliance or light fixtures. GFI protection outlets are recommended around the kitchen water services and were installed at this time.
<i>Floors &amp; Cosmetic</i>	The kitchen floor was sheet linoleum and appeared in good serviceable condition with no visible separation, lifting seams, blistering or obvious damage.
<i>Comments &amp; Recommendations</i>	None

## Bathrooms

<i>Sink Fixtures &amp; Plumbing</i>	The bathroom sinks, drain traps, connections and fixtures were inspected for leakage, unusual wear, deterioration and overall condition, and were in serviceable condition.
<i>Toilets</i>	All the toilets were inspected and operated for proper function and were found to be in good service. The toilets were secure to floor mounts with no visible leaking when viewed from around the bases.
<i>Cabinets &amp; Countertops</i>	The countertops were ceramic tiles that although exhibit wear appeared in serviceable condition. The wood cabinets show wear but no significant deterioration. The cabinet doors and drawers slides functioned normally and were reasonably easy to operate.
<i>Shower &amp; Tub Enclosures</i>	The shower & tub tiled enclosures show no visible damage. The faucets and drains responded normally. *Cosmetic grouting cracks and deterioration occur from normal usage, and maintenance grouting repairs should be performed periodically to prevent water intrusions. *The master bathroom stall shower glass enclosure leaks at corners which may attribute to water related floor damages covered by floor coverings, See the Pest report.
<i>Ventilation</i>	The ceiling exhaust fans functioned normally from the wall switches, ducting was installed and terminated to an exterior attic vent that was visible when the attic was accessed for inspection. *The guest bathroom ceiling exhaust fan exhibited a noisy operation.
<i>Floors &amp; Coverings</i>	The floors were wall to wall carpeting, there were no visible water damage to the visible floor coverings and overall appeared in serviceable condition. *Consult with the Pest report concerning floor structure integrity under floor coverings at tub / shower enclosures. Note: There was the improper and cosmetic un-appealing installation of metal conduit servicing electrical needs to the toilet flushing system running along the base of the tub. This installation is also un-safe due to tub splash over and penetrating the non water proof conduit installation.
<i>Comments &amp; Recommendations</i>	*Contact a trades person to correct the improper installation of conduit running along the base of the master bathtub to toilet flushing system and prevent water penetrations to non waterproof conduit. *Contact a trades person to repair the leaking detected around the glass enclosure of the master bathroom stall shower.

## Interior

<i>Fireplace (s)</i>	The tile hearth and facade appears to be in good serviceable condition with no sign of unusual damage or extensive deterioration. There were no visible damage or penetrations to the interior metal insert enclosure. The damper functioned normally at this time. The gas operation was tested and responded normally. *There was no damper stop installed to prevent complete closure of the damper and create ventilation in the event should a gas leak occur.
<i>Finished Floors</i>	The floors throughout the house were wall to wall carpeting, linoleum and ceramic tile, there were no adverse condition or significant damages noted to the floor coverings only where accessible to view around furnishings of the home.
<i>Finished Ceiling &amp; Walls</i>	The finished ceilings and walls were textured drywall, there were some ceiling and wall cracks noted although usually appear around window and doorway openings but are common for this type of construction and does not usually indicate a structural deficiency.
<i>Interior Doors &amp; Windows,</i>	The interior doors were operated and most were found to be functional. A representative number of window latches and locks were tested for operation and responded normally. *The master bedroom door does not latch closed.
<i>Lights, Switches, Receptacles &amp; Smoke Detectors</i>	A representative number of light switches were tested and most all responded to a light fixture or outlet. A representative number of receptacles were operated and they responded normally. The smoke detector was installed in the required hallway location. it was not tested at this time.
<i>Comments &amp; Recommendations</i>	*Perform door jamb striker plate adjustment for normal door latching closed a the master bedroom. *Re-install fireplace damper stop.

## Foundations & Crawlspace

<i>Attic (framing, insulation &amp; ventilation)</i>	Does not Apply (lower unit)
<i>Foundation Type &amp; Condition</i>	No Access (multi-unit complex)
<i>Structural Members &amp; Support</i>	Does not Apply
<i>Moisture</i>	Does not Apply
<i>Comments &amp; Recommendations</i>	Disclaimer: Buyers should be aware that basements, retaining walls to below grade enclosures and negative sloped driveways towards the structure may attribute to runoff drainage or ponding water. Only the actual occupancy of the property for an extended time can there be evaluation of any signs of unusual runoff drainage patterns. There may not be visible evidence of these issues at the time of inspection and consulting with the homeowners disclosure will determine if there has been any unusual runoff patterns or areas of standing water.

## Analysis Highlights

<i>Exterior</i>	<p>Recommendations only where applicable: As with all properties especially where negative sloping is a concern, the re-evaluating of the perimeter yard drainage to re-direct away from the structure is important for foundation and structure integrity.</p>
<i>Electrical</i>	<p>*Contact the HOA facilities to re-evaluate and repair the cause for water intrusion from the roof mounted A/C electrical disconnect / conduit and terminating at the coat closet sub panel enclosure.</p> <p>Recommendation if not installed at required locations: Install GFCI circuit protection to electrical outlets in close proximity to water sources at the exterior, garage, laundry, kitchen and bathrooms to prevent accidental shock.</p>
<i>Heating System</i>	<p>*Contact an HVAC contractor concerning the installation of emergency shutoff switch to furnace installation at hall closet.</p> <p>Information Only: The occupants of the house should be aware that the normal life expectancy for this type of heating unit is 15-25 years. The limited access to view the combustion chamber is not a guarantee that penetrations exist but only a best efforts view without having to dismantle the unit. For safety and a precaution especially with older units over 20 yrs. is to consult with PG&amp;E to re-evaluate the condition of the unit with the use of carbon monoxide detection devices, and it is also advised to install a carbon monoxide detector in the home for early detection and health safety during the use of any gas appliances.</p>
<i>Plumbing System</i>	<p>Sellers are obligated to strap the water heater tank to current code compliance as of 1/1/96 (Bus. &amp; Prof. Code 19211). The straps should be of 24 gauge min. steel or city approved materials with one strap within 9 inches of the top, and 4 inches of the bottom gas service valve. The fasteners should be a minimum 1/4"x3" threaded lag bolts. If the tank is placed away from the fixed structure then blocking must be installed to impede movement of the tank. <b>(Condition and proper securing of the water heater tank does not apply)</b></p>

## Analysis Highlights

<i>Kitchen</i>	None
<i>Bathrooms</i>	<ul style="list-style-type: none"> <li>*Contact a trades person to correct the improper installation of conduit running along the base of the master bathtub to toilet flushing system and prevent water penetrations to non waterproof conduit.</li> <li>*Contact a trades person to repair the leaking detected around the glass enclosure of the master bathroom stall shower.</li> </ul>
<i>Interior</i>	<ul style="list-style-type: none"> <li>*Perform door jamb striker plate adjustment for normal door latching closed a the master bedroom.</li> <li>*Re-install fireplace damper stop.</li> </ul>
<i>Foundation &amp; Framing</i>	<p>Disclaimer: Buyers should be aware that basements, retaining walls to below grade enclosures and negative sloped driveways towards the structure may attribute to runoff drainage or ponding water. Only the actual occupancy of the property for an extended time can there be evaluation of any signs of unusual runoff drainage patterns. There may not be visible evidence of these issues at the time of inspection and consulting with the homeowners disclosure will determine if there has been any unusual runoff patterns or areas of standing water.</p>

**Home Analysis Service**  
P.O Box 391080, Mountain View, Ca. 94039  
Office 650 968-7747 Fax 650 968-2466

**Standard Inspection Agreement**

**This is intended to be a legally binding contract, Please read it Carefully**

**Scope of Inspection:** The real estate inspection to be performed for the Client is a non-invasive examination, performed for the fee set forth below, designed to identify material defects in the systems, structures, and components of the below referenced primary building and it associated primary parking structure as they exist at the time of inspection.

A material defect is a condition that significantly affects the value, desirability, habitability or safety of the building. The inspection shall be limited to those specific systems, structures and components that are present and visually accessible only. Components and systems shall be operated with normal user controls only and as conditions permit.

The inspection will be performed in accordance with the Standards of Practice of the Americas Society of Home Inspections in effect at the time of inspection. This inspection is not intended to be technically exhaustive due to time constraints. Inspector shall prepare a written inspection report for the sole use and benefit of the Client. The inspection report shall describe and identify the inspected systems, structures and components of the building and shall identify material defects in those systems, structures and components observed during the inspection. Client agrees to read the entire inspection report when it is received and shall promptly call the Inspector with any questions or concerns client may have regarding the real estate inspection or the inspection report.

**I have read and agree to the scope of the Inspection**  
**X** \_\_\_\_\_

**Limitations, Exceptions and Exclusions:** Excluded from this real estate inspection is any system, structure or component of the building which is inaccessible, concealed from view, or cannot be inspected due to circumstances beyond the control of the inspector, or which Client has agreed is not to be inspected. The following are excluded from the scope of this real estate inspection unless specifically agreed otherwise between the Inspector and Client

- \*Determining compliance with installation guidelines, manufacturers specifications, building codes, ordinances, regulations, covenants or other restrictions, including local interpretations thereof.
- \*Obtaining or reviewing information from any third parties including but not limited to: government agencies (such as permits), components or systems manufacturers (including product defects, recalls or similar notices), contractors, managers, sellers, occupants, neighbors, consultants, non owner or similar associations, attorneys, agents or brokers.
- \*Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying or soils related examinations.
- \*Examinations of conditions related to animals, rodents, insects, wood destroying insects, organisms, mold, and mildew or the damage caused thereby.
- \*Certain factors relating to any systems, structure, or components of the building, including, but not limited to: adequacy, efficiency, durability or remaining useful life, costs to repair, replace or operate fair market value, marketability, quality, or advisability of purchase.
- \*Environmental hazards or conditions, including, but not limited to toxic, reactive, combustible, corrosive contaminants, wildlife, geological or flood.
- \*Dismantling of any system, structure, or components or perform any intrusive or destructive examination, test or analysis.
- \*Examining or evaluating fire resistive qualities of any system, structure or component of the building.
- \*Systems, structures, or components of the building which are not permanently installed.
- \*Systems, structures, or components not specifically identified in the written inspection report.
- \*Common area, or systems, structures, or components thereof, including, but not limited to, those of a common interest development as defined in California Civil Code section 1151 et seq.
- \*Examining or evaluating the acoustical or other nuisance characteristics of any system, structure, or components of a building, complex, adjoining properties, or neighborhood.
- \*Operating or evaluating low voltage electrical, antennas, security systems, cable or satellite television, telephone, remote controls, radio controls, timers, time coms, computer, photo-electric, motion sensing, or such similar non primary electrical power devices, components, or systems.
- \*Examining or operating any sewage disposal system or component including, but not limited to: septic tanks and/or any underground system or porous treated, or ejector pumps for rain or waste.

**I have read and agree to the Limitations, Exceptions & Exclusions:**  
**X** \_\_\_\_\_

Services of inspecting or obtaining the excluded items listed above may be available from the inspector for an additional fee or from a specialist qualified to inspect or evaluate a particular category or item. Inspector is a home inspection generalist and is not acting as an expert in any craft or trade. The inspection report may contain recommendations for further evaluation by an individual other than the Inspector herein who is qualified as an expert or specialist. If Inspector recommends consulting other specialized experts, Client agrees to do so at their own expense. It is Client's duty and obligation to exercise reasonable care to protect himself or herself regarding the condition of the subject property, including those facts which are known to or within the diligent attention and observation of the Client.

**Contract continues on next Page ~**  
**Pages 1 of 2**

**Confidential Report:** The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the other party of the transaction (as applicable) and the real estate agents directly involved in the current transaction (as applicable), but Client and Inspector do not in any way intend to benefit said party or the real estate agents directly or indirectly through this Agreement or the inspection report. **CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD INSPECTOR HARMLESS FROM ANY THIRD PARTY CLAIMS ARISING OUT OF THE CLIENTS UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT.**

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

**Arbitration:** Any disputes concerning the interpretation of this Agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved between the parties by **BINDING ARBITRATION** conducted in accordance with the rules of Construction Arbitration  
Semcon Inc. **Initial Here** \_\_\_\_\_

The parties hereto shall be entitled to all discovery rights and legal motions as provided in the California Code of Civil Procedure. The arbitrator shall apply the substantive and procedural laws of the State of California to all issues submitted in the arbitration proceedings. The award of the arbitrator shall be final and a judgment may be entered on it by any court having jurisdiction.

**General Provisions:** This inspection contract, the real estate inspection, and the inspection report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. The real estate inspection and inspection report are not a substitute disclosure for real estate transactions which may be required by law. No legal action or proceedings of any kind, including those sounding in tort or contract, can be commenced against Inspector, Inspection Company, or its officers, agents or employees more than one year after the date of the subject inspection. Time is expressly of the essence herein. **THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.**  
In the event Client discovers a material defect or other deficiency that was not identified and reported by Inspector, Client shall so notify Inspector in writing and allow Inspector and / or Inspectors designated representative to re-inspect and document the conditions of the material deficiency prior to making any repair, alterations or replacement to said material defect or deficiency.  
The written report to be prepared by the Inspector shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the Inspector prior to issuance of the written report.  
The Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns. This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement. Each party signing this Agreement warrants and represents that he / she has the full capacity and authority to execute on behalf of Client by any third party, the person executing this Agreement expressly represents to Inspector that he / she has the full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

**Inspection Address:**  
Julius Trust  
1290 Sharon Park dr. #48  
Menlo Park, Ca.

**Total Insp. Fee if paid on Site: \$450.00**  
**Total fee if Paid through Escrow:**  
I agree to pay the legal interest rate (1.5% per month)  
Reasonable attorneys fees and collection costs should payment  
Not be made within 30 days of the inspection or 7 days after the close of escrow.

Client acknowledges that they have read and understood all the terms, conditions and limitations of this contract and voluntarily agrees to be bound thereby and agrees to pay the fee listed above.

Client: Mr. \_\_\_\_\_ Date: \_\_\_\_\_

Client: Mrs. \_\_\_\_\_ Date: \_\_\_\_\_

\* Please fax the 2 page Contract within 3 days of receiving the Report