



**Dan Back**, Inspector  
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<http://www.danbackhomeinspections.com>

**Dear Valued Client,**

You have chosen **Dan Back of Certified Home Inspection Service** to perform an inspection on the home you are buying. It is our desire to provide our clients with information to better prepare them of the upcoming inspection and to advise them of the procedures involved before and during the inspection process. We realize there are anxieties associated when buying a new home and it is our intent to make the inspection an enlightening and informative one. The intent of this letter is to serve as an informational aid for our clients to better understand our job scope and for our clients to assist us in fulfilling our obligations and duties.

#### PURCHASING A NEW HOME AND YOUR "PEACE OF MIND"

The inspector is a non-biased participant in a process most commonly performed before or during a real estate transfer. The purpose of the inspection is to provide you with a Peace of Mind through knowledge.....knowledge of the condition of the home you are about to purchase and knowledge about how to most efficiently and comfortably care for and operate it. Through the collective experience of your inspector (for over 17 years) we know that the more you know about your next home, the more you will appreciate your investment and, through proper care, the more your investment will appreciate. The inspection is performed in accordance with the California Real Estate Inspection Association (CREIA) Standards of Practice. A copy of these standards are attached to this document and can also be obtained by going to [www.creia.org](http://www.creia.org) or our website at [www.danbackhomeinspections.com](http://www.danbackhomeinspections.com).

#### INSPECTION AGREEMENT

The inspection process also requires an inspection agreement detailing the scope of the inspection be read, signed and dated prior to the inspection by the client only or party with legal authority. This important agreement will detail payment fees, explains our limitations and exclusions, sets the tone of the inspection and is a requirement by our insurance carrier that must be signed and agreed upon by the client prior to the inspection. The agreement should be received back to us prior to the date of the inspection via fax or postal mail. The agreement can be given to the clients representative and handed to the inspector at the day of the inspection and must be received prior to commencement of the inspection.

#### FIRST PHASE OF HOME INSPECTION

The first phase is the Inspector's visual examination of the various systems and components that are included in a Certified Home Inspection. During this phase, your inspector will visually check all of the included systems and areas that are safely and readily accessible, as spelled out in your Contract. Your inspector will enter extensive written notes on a Field computer for later compilation into your written Inspection Report. Certain activities which your Inspector will undertake during this phase are definitely not "participatory sports", such as walking the roof and examining the interior of the main electrical panel. Also, during this phase your Inspector will need to focus maximum concentration on every aspect of the home and the report will be comprehensive.

For these reasons, we strongly recommend that our Clients do not plan to be present at the inspection until we are well along to finishing the first phase. When you schedule your Inspection, we will suggest the appropriate time to arrive, or in some areas, your Realtor® will tell you when to meet them at the house.

While we are in the first phase, we are not in the best position to impart significant knowledge or sage advice to someone else (because we are busy trying to gain as much information as we can, on your behalf), and any distractions at this point will only serve to diminish our ability to live up to our reputation and provide you with the highest quality inspection.

#### SECOND PHASE OF INSPECTION

The second phase of the Pre-Purchase Home Inspection is the Client Orientation. This is the time for you to get involved. During this phase, your Certified Inspector will guide you around and through the house pointing out all of those aspects that merit your attention and explain how the home can best be cared for. During my career as a Professional Home Inspector, I have come to view this phase as a challenge to my ability: anticipating my client's concerns and questions and answering them during the orientation so that when I am through, and I ask if there are any further questions, my Clients will, often reply, "No, you have already answered all of the questions that we had!"

### THIRD PHASE OF INSPECTION

The third and final phase of the Pre-Purchase Home Inspection is the summary and presentation of the written Report. During this phase we will present the written Report in a three ring binder and then go through it, highlighting all of its useful educational features and answering any remaining questions which may have “popped up” at the last minute.

In conclusion, we hope that this information has broadened your understanding of the Home Inspection process and has served to shed new light on all our roles as we continue our efforts to enhance your knowledge and add to your Peace of Mind.

If after reading this information, you have further questions, please feel free to contact our office. We appreciate very much your contacting us for your Home Inspection and look forward to serving you soon.

Sincerely,

A handwritten signature in cursive script that reads "Dan Back". The signature is written in a dark brown or black ink on a light-colored, possibly yellowed, rectangular background.

**Dan Back, Inspector/Owner  
Certified Home Inspection Service**

**NOTE:** All utilities must be on in order to evaluate system components and attic and crawl spaces should be accessible for inspection. Arrangements should be made for these areas to be made accessible and available to the inspector on the date of the inspection.

**STANDARD RESIDENTIAL INSPECTION AGREEMENT**  
**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, PLEASE READ CAREFULLY**

**CERTIFIED Home Inspection Service**  
**Dan Back, Inspector**  
3050 Stonegate Drive, Yuba City, CA 95993  
Office: 530-755-1848 Email: dan2225@aol.com

Client: \_\_\_\_\_ Report #: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

**SCOPE OF THE INSPECTION:** The real estate inspection to be performed for Client is a survey and basic operation of the systems and components of a building which can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the Inspector. The purpose of the inspection is to provide the Client with information regarding the general condition of the building(s).

Inspector will prepare and provide Client a written report for the sole use and benefit of Client. The written report shall document any material defects discovered in the building's systems and components which, in the opinion of the Inspector, are safety hazards, are not functioning properly, or appear to be at the ends of their service lives.

The inspection shall be performed in accordance with the Standards of Practice of the California Real Estate Inspection Association (CREIA), attached hereto and incorporated herein by reference, and is limited to those items specified herein.

**CLIENT'S DUTY:** Client agrees to read the entire written report when it is received and promptly call Inspector with any questions or concerns regarding the inspection or the written report. The written report shall be the final and exclusive findings of Inspector.

Client acknowledges that Inspector is a generalist and that further investigation of a reported condition by an appropriate specialist may provide additional information which can affect Client's purchase decision. Client agrees to obtain further evaluation of reported conditions before removing any investigation contingency and prior to the close of the transaction.

In the event Client becomes aware of a reportable condition which was not reported by Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative(s) to inspect said condition(s) prior to making any repair, alteration, or replacement. Client agrees that any failure to so notify Inspector and allow inspection is a material breach of this Agreement.

**ENVIRONMENTAL CONDITIONS:** Client agrees what is being contracted for is a building inspection and not an environmental evaluation. The inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding this building or property, including, but not limited to: the presence of asbestos, radon, lead, urea-formaldehyde, fungi, molds, mildew, PCBs, or other toxic, reactive, combustible, or corrosive contaminants, materials, or substances in the water, air, soil, or building materials. The Inspector is not liable for injury, health risks, or damage caused or contributed to by these conditions.

**GENERAL PROVISIONS:** The written report is not a substitute for any transferor's or agent's disclosure that may be required by law, or a substitute for Client's independent duty to reasonably evaluate the property prior to the close of the transaction. This inspection Agreement, the real estate inspection, and the Written report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. No legal action or proceeding of any kind, including those those sounding in tort or contract, can be commenced against Inspector or Inspection Company or its officers, agents, or employees more than one year from from the date of Client discovery.

**Client acknowledges having read and understood all the terms, Conditions, and limitations of this Agreement and voluntarily Agrees to be bound thereby and to pay the fee(s) listed here.**

through the exercise of reasonable diligence should have discovered, the cause of action. In no event shall the time for commencement of a legal action or proceeding exceed two years from the date of the subject inspection. **THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.**

This 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 a 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 this Agreement on Client's behalf of the named party. If this Agreement is executed 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.

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

**MEDIATION:** The parties to this Agreement agree to attend, in good faith, mediation with a retired judge or lawyer with at least 5 years of mediation experience before any lawsuit is filed. All notices of mediation must be served in writing by return receipt requested allowing 30 days of response. If no response forthcoming the moving party may then demand binding arbitration under the terms and provisions set forth below.

**ARBITRATION:** Any dispute concerning the interpretation or enforcement of this Agreement, the inspection, the inspection report, or any other dispute arising out of this relationship, shall be resolved between the parties by binding arbitration conducted in accordance with California law that the parties shall select JAMS\* arbitrator who is familiar with the real estate profession. The parties agree that they they shall be entitled to discovery procedures within the discretion of the arbitrator. The arbitrator shall manage and hear the case applying the 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. Any disputes are to be arbitrated by: \*Judicial Arbitration and Mediation Service. (JAMS®)

INSPECTION FEE: \$ \_\_\_\_\_  
OTHER \_\_\_\_\_ FEE: \$ \_\_\_\_\_  
Form of Payment: check or credit card TOTAL FEE :\$ \_\_\_\_\_

NOTICE: Certified Home Inspection Service accepts payment by credit card when ordering an inspection. Your credit card will be charged the fee rate quoted at the time the inspection is ordered. Our cancellation policy requires a 48 hour notice before the scheduled appointment. All utilities (gas, water & electric) must be on at the time of the inspection and all accessible areas and spaces of the property shall be made readily accessible to the inspector. Failure to provide access and/or should one or more of the Utilities be off requiring a re-inspection an additional fee will be charged to the client or the person ordering the re-inspection.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Inspector: 

Date: \_\_\_\_\_

## RESIDENTIAL STANDARDS OF PRACTICE -- Four or More Units

### Part I. Definitions and Scope

These Standards of Practice provide guidelines for a *real estate inspection* and define certain terms relating to these *inspections*. *Italicized* words in these Standards are defined in Part IV, Glossary of Terms.

- A. A *real estate inspection* is a survey and basic *operation* of the *systems* and *components* of a *building* which can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the *Inspector*. The purpose of the inspection is to provide the Client with information regarding the general *condition* of the *building(s)*. Cosmetic and aesthetic *conditions* shall not be considered.
- B. A *real estate inspection* report provides written documentation of material defects discovered in the *inspected building's systems* and *components* which, in the opinion of the *Inspector*, are *safety hazards*, are not *functioning* properly, or appear to be at the ends of their service lives. The report may include the *Inspector's* recommendations for correction or further evaluation.
- C. *Inspections* performed in accordance with these Standards of Practice are not *technically exhaustive* and shall apply to the *primary building* and its associated *primary parking structure*.

### Part II. Standards of Practice

A *real estate inspection* includes the *readily accessible systems* and *components* or a *representative number* of multiple similar *components* listed in SECTIONS 1 through 9 subject to the limitations, exceptions, and exclusions in Part III.

#### SECTION 1 – Foundation, Basement, and Under-floor Areas

- A. Items to be *inspected*:
1. Foundation *system*
  2. Floor framing *system*
  3. Under-floor ventilation
  4. Foundation anchoring and cripple wall bracing
  5. Wood separation from soil
  6. Insulation
- B.. The *Inspector* is not required to:
1. *Determine* size, spacing, location, or adequacy of foundation bolting/bracing *components* or reinforcing *systems*
  2. *Determine* the composition or energy rating of insulation materials

#### SECTION 2 – Exterior

- A. Items to be *inspected*:
1. Surface grade directly adjacent to the *buildings*
  2. Doors and windows
  3. Attached decks, porches, patios, balconies, stairways, and their enclosures
  4. Wall cladding and trim
  5. Portions of walkways and driveways that are adjacent to the *buildings*
- B. The *Inspector* is not required to:
1. *Inspect* door or window screens, shutters, awnings, or security bars
  2. *Inspect* fences or gates or *operate* automated door or gate openers or their *safety devices*
  3. Use a ladder to *inspect systems* or *components*

#### SECTION 3 – Roof Covering

- A. Items to be inspected:
1. Covering
  2. Drainage
  3. Flashings
  4. Penetrations
  5. Skylights

- B. The *Inspector* is not required to:
1. Walk on the roof if in the opinion of the inspector there is risk of damage or a *hazard* to the *Inspector*
  2. Warrant or certify that roof systems, coverings, or components are free from leakage.

#### SECTION 4 -- Attic Areas and Roof Framing

- A. Items to be *inspected*
1. Framing
  2. Ventilation
  3. Insulation
- B. The *Inspector* is not required to:
1. Inspect mechanical attic ventilation *systems* or *components*
  2. *Determine* the composition or energy efficiency rating of insulation materials

#### SECTION 5 -- Plumbing

- A. Items to be inspected
1. Water supply piping
  2. Drain, waste, and vent piping
  3. Faucets and *fixtures*
  4. Fuel gas piping
  5. Water heaters
  6. *Functional flow and functional drainage*
- B. The *Inspector* is not required to:
1. Fill any *fixture* with water or inspect overflow drains or drain-stops, or evaluate backflow *devices*, waste ejectors, sump pumps, or drain line cleanouts
  2. Inspect or evaluate water temperature balancing *devices*, temperature fluctuation, time to obtain water, water circulation, or solar heating
  3. Inspect whirlpool baths, steam showers, or sauna systems, or components
  4. *Inspect* fuel tanks or determine if the fuel *gas system* is free of leaks
  5. *Inspect* wells or water treatment *systems*

#### SECTION 6 -- Electrical

- A. Items to be *inspected*
1. Service equipment
  2. Electrical panels
  3. Circuit wiring
  4. Switches, receptacles, outlets, and lighting *fixtures*
- B. The *Inspector* is not required to:
1. *Operate* circuit breakers or circuit interrupters
  2. Remove cover plates
  3. *Inspect* de-icing *systems* or *components*
  4. *Inspect* private or emergency electrical supply *systems* or *components*

#### SECTION 7 -- Heating and Cooling

- A. Items to be *inspected*
1. Heating equipment
  2. Central cooling equipment
  3. Energy source and connections
  4. Combustion air and exhaust vent *systems*
  5. Condensate drainage
  6. Conditioned air distribution *systems*
- B. The *Inspector* is not required to:
1. *Inspect* heat exchangers or electric heating elements
  2. *Inspect* non-central air conditioning units or evaporative coolers
  3. *Inspect* radiant, solar, hydronic, or geothermal *systems* or *components*
  4. Determine volume, uniformity, temperature, airflow, balance, or leakage of any air distribution *system*
  5. *Inspect* electronic air filtering or humidity control *systems* or *components*

#### SECTION 8 -- Fireplaces and Chimneys

- A. Items to be *inspected*
1. Chimney exterior
  2. Spark arrestor
  3. Firebox
  4. Damper
  5. Hearth extension

B. The *Inspector* is not required to:

1. *Inspect* chimney interiors
2. *Inspect* fireplace inserts, seals, or gaskets
3. *Operate* any fireplace or *determine* if a fireplace can be safely used

## SECTION 9 – Building Interior

A. Items to be *inspected*:

1. Walls, ceilings, and floors
2. Doors and windows
3. Stairways, handrails, and guardrails
4. Permanently installed cabinets
5. Permanently installed cook-tops, mechanical range vents, ovens, dishwashers, and food waste disposers
6. Absence of smoke alarms
7. Vehicle doors and openers

B. The *Inspector* is not required to:

1. *Inspect* window, door, or floor coverings
2. *Determine* whether a *building* is secure from unauthorized entry
3. Operate or test smoke alarms or vehicle door safety devices
4. Use a ladder to *inspect systems* or *components*

### Part III. Limitations, Exceptions, and Exclusions

A. The following are excluded from a *real estate inspection*:

1. *Systems* or *components* of a *building*, or portions thereof, which are not *readily accessible*, not *permanently installed*, or not *inspected* due to circumstances beyond the control of the *Inspector* or which the Client has agreed or specified are not to be *inspected*
2. Site improvements or amenities, including, but not limited to: accessory *buildings*, fences, planters, landscaping, irrigation, swimming pools, spas, ponds, waterfalls, fountains or their *components* or accessories
3. Auxiliary features of *appliances* beyond the *appliance's* basic *function*
4. *Systems* or *components*, or portions thereof, which are under ground, under water, or where the *Inspector* must come into contact with water
5. Common areas as defined in California Civil Code section 1351, et seq., and any dwelling unit *systems* or *components* located in common areas
6. *Determining* compliance with manufacturers' installation guidelines or specifications, building codes, accessibility standards, conservation or energy standards, regulations, ordinances, covenants, or other restrictions
7. *Determining* adequacy, efficiency, suitability, quality, age, or remaining life of any *building*, *system*, or *component*, or marketability or advisability of purchase
8. Structural, architectural, geological, environmental, hydrological, land surveying, or soils-related examinations
9. Acoustical or other nuisance characteristics of any *system* or *component* of a *building*, complex, adjoining property, or neighborhood
10. *Conditions* related to animals, insects, or other organisms, including fungus and mold, and any hazardous, illegal, or controlled substance, or the damage or health risks arising there from
11. Risks associated with events or *conditions* of nature including, but not limited to: geological, seismic, wildfire, and flood
12. Water testing any *building*, *system*, or *component* or *determine* leakage in shower pans, pools, spas, or any body of water
13. Determining the integrity of hermetic seals at multi-pane glazing
14. Elevators, lifts, and dumbwaiters
15. Differentiating between original construction or subsequent additions or modifications
16. Reviewing information from any third-party, including but not limited to: product defects, recalls, or similar notices
17. Specifying repairs/replacement procedures or estimating cost to correct
18. Communication, computer, security, or low-voltage *systems* and remote, timer, sensor, or similarly controlled *systems* or *components*
19. Fire extinguishing and suppression *systems* and *components* or *determining* fire resistive qualities of materials or assemblies.

20. Lighting pilot lights or activating or *operating* any *system*, *component*, or *appliance* that is *shut down*, unsafe to *operate*, or does not respond to *normal user controls*

21. *Operating* shutoff valves or *shutting down* any *system* or *component*

22. Dismantling any *system*, *structure*, or *component* or removing access panels other than those provided for homeowner maintenance

B. The *Inspector* may, at his or her discretion:

1. *Inspect* any building, *system*, *component*, *appliance*, or improvement not included or otherwise excluded by these Standards of Practice. Any such *inspection* shall comply with all other provisions of these Standards.
2. Include photographs in the written report or take photographs for *Inspector's* reference without inclusion in the written report. Photographs may not be used in lieu of written documentation.

### Part IV - Glossary of Terms

\* **NOTE:** All definitions apply to derivatives of these terms when *italicized* in the text.

**Appliance:** An item such as an oven, dishwasher, heater, etc. which performs a specific *function*

**Building:** The subject of the *inspection* and its *primary parking structure*

**Component:** A part of a *system*, *appliance*, *fixture*, or *device*

**Condition:** Conspicuous state of being

**Determine:** Arrive at an opinion or conclusion pursuant to a *real estate inspection*

**Device:** A *component* designed to perform a particular task or *function*

**Fixture:** A plumbing or electrical *component* with a fixed position and *function*

**Function:** The normal and characteristic purpose or action of a *system*, *component*, or *device*

**Functional Drainage:** The ability to empty a plumbing *fixture* in a reasonable time

**Functional Flow:** The flow of water supply at the highest and farthest *fixture* from the *building* supply shutoff valve when another *fixture* is used

**Inspect:** Refer to Part I, "Definition and Scope", Paragraph A

**Inspector:** One who performs a *real estate inspection*

**Normal User Controls:** Switch or other device that activates a *system* or *component* and is provided for use by an occupant of a *building*

**Operate:** Cause a *system*, *appliance*, *fixture*, or *device* to *function* using *normal user controls*

**Permanently Installed:** Fixed in place, e.g. screwed, bolted, nailed, or glued

**Primary Building:** A *building* that an *Inspector* has agreed to *inspect*

**Primary Parking structure:** A *building* for the purpose of vehicle storage associated with the *primary building*

**Readily Accessible:** Can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may harm persons or property

**Real Estate Inspection:** Refer to Part I, "Definitions and Scope", Paragraph A

**Representative Number:** Example, an average of one *component* per area for multiple similar *components* such as windows, doors, and electrical outlets

**Safety Hazard:** A *condition* that could result in significant physical injury

**Shut Down:** Disconnected or turned off in a way so as not to respond to *normal user controls*

**System:** An assemblage of various *components* designed to *function* as a whole

**Technically Exhaustive:** Examination beyond the scope of a *real estate inspection*, which may require disassembly, specialized knowledge, special equipment, measuring, calculating, quantifying, testing, exploratory probing, research, or analysis

This form has been approved by the California Real Estate Inspection Association (CREIA).

**CREDIT CARD AUTHORIZATION**

**CLIENT:**

(Please write same name as on credit card)

**DATE OF INSPECTION:**

**OTHER BILLING NAME:**

**CLIENT ADDRESS:**

**CLIENT PHONE #**

**CLIENT EMAIL ADDRESS:**

**INSPECTION ADDRESS:**

**INSPECTION FEE: \$**

**PAYMENT METHOD: (X left to card name) Visa, Master Card, Discover, American Express**

**CARD NUMBER:** \_\_\_\_\_

**EXPIRATION DATE:** \_\_\_\_\_

**CRV: (3 security numbers on back of card):** \_\_\_\_\_

**ZIP CODE of BILLING ADDRESS ON CARD** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_

**Please fax to:  
Certified Home Inspection Service  
530-755-1794**