

# Pool / Spa Inspection Agreement



3789 Harris Blvd.

Kennesaw, Georgia 30144

Office: 678 567-2055 Fax: 678 354-3411

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

**Address:** \_\_\_\_\_

**City , State, Zip:** \_\_\_\_\_

**Inspection Date:** \_\_\_\_\_

**Cost of Inspection:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

The undersigned hereby request a visual inspection of the pool / spa addressed above; to be conducted by Fidelity Home Inspections, LLC. The inspection, and the inspection report, are confidential, and are made for the sole benefit of you, the Client. The inspection is based on visible and accessible conditions of the pool body, decking, fencing and the plumbing, electrical, heating and mechanical equipment that is observed by external inspection from the ground surface on the date of the inspection. Inspected items are examined for significant non-performance, excessive or unusual wear, leakage and general state of repair.

The inspection and report will conform to section 12 (Pools and Spas) of the Standards of Practice of the California Real Estate Inspection Association (CREIA), copies of which are available upon request. The inspection is visual and is not technically exhaustive. No engineering sciences are used. Although care will be taken in the performance of the inspection, the Client acknowledges that the report and analysis will be based upon brief, limited observations of the visible and apparent condition of the pool / spa and their major components. The Client further acknowledges that Fidelity Home Inspections, LLC. makes no representation regarding latent or concealed defects, and that failure of the pool / spa and/or their components can occur at any time, including the day after the inspection.

### We don't inspect or operate:

1. Motorized covers are not operated. The pool / spa must be uncovered for a complete inspection
2. Components not normally visible or obstructed at the time of the inspection, and components not mentioned in the report are specifically excluded from the inspection and report. The Client acknowledges that the inspector will not observe every square inch of the pool / spa, and that the inspector could fail to see or note a defect.
3. Cosmetic items are excluded.
4. The report does not cover compliance or non-compliance with any governing codes, laws, ordinances, restrictive covenants, and statutes past or present, including but not limited to, building codes, zoning and land use, and fire codes. Any codes quoted are done so for a reference and a basis for my opinion. The Client is advised that all pool / spas, even brand new ones, are likely to have code violations. Many changes are made to codes every year, and the older the pool / spas are, the greater the likelihood of deviation from modern standards.
5. The inspection and report do not address and are not intended to address the possible presence or danger from any potentially harmful substances and environmental hazards, including but not limited to, asbestos, lead, urea formaldehyde, toxins, carcinogens, flammable substances, and contaminants in soil, water, or air.
6. Pool / spas maintenance issues are not part of the inspection or report.
7. The report does not cover recreational equipment (such as play structures); on-site waste disposal or on site water supply systems, including but not limited to septic tanks, cesspools, drain fields, underground well systems; nor any part or component thereof not mentioned in the report.
8. Systems that are shut off or de-energized.
9. No report is made on pool / spas value, insurability, survey, geologic stability, soil or groundwater conditions, suitability for any use, or the advisability or inadvisability of purchase of the property.
10. A reasonable effort will be made to examine the inside of the heater however, most heat exchangers are not accessible without disassembly. This is not a complete evaluation of the heat exchanger.

### Estimates:

Rough estimates of repairs costs should not be considered as fact. Estimates of the remaining lifetime of components are "educated guesses." There are many exceptions to the normal lifespan of components and to costs of repairs (i.e. your roof may not achieve a "typical lifespan.") The Client is advised that pool / spa's warranties are available from various other sources. We encourage you to purchase a pool / spa's warranty. The inspection and report are general in nature. We urge you to consult independent experts for more detailed assessments or estimates where needed. The Client agrees to read the entire report. We urge you to call us at any time for an explanation of any items in the report that you do not understand.

**No warranty .limitation of liability**

The Client agrees that the conclusions or opinions made by Fidelity Home Inspections, LLC. expressed in the report do not constitute a warranty, guarantee or policy of insurance, either implied or expressed, regarding the adequacy, performance or condition of any structure, item, or system, and that the report is not to be used as such. The Client agrees that the inspection and report in no way lessen the risk or likelihood of repairs or replacements being needed at any time in the future, including the day after the inspection and, Fidelity Home Inspections, LLC., its employees or agents assume no liability or responsibility for the cost of repairing any unreported defects or deficiencies, whether present at the time of the inspection or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. The Client agrees that the liability of Fidelity Home Inspections, LLC. and of its agents, employees and inspectors for claims or damages, costs of defense and suit, attorney's fees, or expenses and payment arising out of, or in any way connected with, errors or omissions in the inspection or in the inspection report SHALL BE LIMITED TO THE AMOUNT OF THE FEE FOR THIS INSPECTION.

**If we have a dispute:**

Any claim for failure to perform under this contract will be reported to Fidelity Home Inspections, LLC. in writing within ten business days of discovery. Fidelity Home Inspections, LLC. will have the absolute right to re-examine the item or component in question (including an independent second opinion) before any repairs or replacements are undertaken. Failure to allow said examinations will constitute a full and complete waiver of any and all claims against Fidelity Home Inspections, LLC. Any claim must be brought within one year from the date of the original inspection, and failure to bring such action within this time frame is a full and complete waiver of any rights that may have arisen from the inspection and report. Time is expressly of the essence herein. This time period may be shorter than otherwise provided by law.

**Attorneys' fees:**

If I, the undersigned, make a claim against Fidelity Home Inspections, LLC. for any alleged error, omission, or other act arising out of the performance of this inspection, and if I fail to prove such claim, I will pay all costs and attorney's fees incurred by Fidelity Home Inspections, LLC., and its employees, agents, inspectors, directors, officers, shareholders, successors, and assigns. In the event of any dispute arising out of the terms and conditions of this Agreement, the prevailing party shall recover all attorney's and arbitrator's fees from the other party.

**Third party usage:**

The inspection report is not intended for use by anyone other than you, the undersigned. You agree to indemnify and hold harmless Fidelity Home Inspections, LLC. and its employees and members for all costs, expenses and legal fees incurred and arising out of any legal proceeding to which you are a party, brought by any third party who claims he/she relied on representations made in such inspection report and was damaged thereby; and/or any third party who has brought an indemnity action against Fidelity Home Inspections, LLC., and its agents and employees. The report contained herein is given solely for the use and benefit of the Client and is not intended to be for the benefit of or relied upon by any other buyer, lender, title insurance company, or other third party.

**Terms:**

Terms, conditions and language used in the inspection report are herein incorporated by reference. In the event of any claims or disputes which may arise, the Client agrees to allow Fidelity Home Inspections, LLC., or its agents to examine the item or component before any repairs or replacements are undertaken. The Client agrees that failure to allow said examination shall constitute a waiver of any and all claims against Fidelity Home Inspections, LLC. Entrance by the inspector or its agents upon property to be inspected shall not be deemed a trespass. In case anyone or more provisions contained in this agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. This agreement shall be governed by the laws of the state of Georgia. This agreement sets forth the entire understanding of the parties and no prior or subsequent agreements, oral or otherwise shall be of any force and effect. The performance or execution in whole or part of this agreement shall not constitute a waiver thereof.

Each party signing for the Client represents that they have full authority to make this agreement on behalf of the Client. If this agreement is signed on behalf of the Client by any third party, the person signing this agreement expressly represents to Fidelity Home Inspections, LLC. that they have the full authority to execute this agreement on behalf of the Client, and to fully bind the Client to all of the terms and conditions of this agreement.

There will also be a \$50.00 handling charge on all returned checks.

The undersigned acknowledges that they have read this agreement, fully understand the agreement, agree to be bound by the agreement, including the terms, conditions and limitations described above, and have received a copy of the agreement. The undersigned, having carefully read this agreement, agrees with terms and conditions which have been set forth above. Client agrees to pay the base fee listed above, plus any additional agreed upon fees at the time of inspection.

The client also acknowledges that the inspector will not observe every square inch of the pool / spa, and the inspector could fail to see or report on a defect.

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