

## POOL/SPA INSPECTION AGREEMENT

**SCOPE OF THE INSPECTION:** The pool/spa inspection to be performed for Client is a survey and basic operation of the systems and components of a pool/spa which can be easily reached or viewed without difficulty, moving obstructions, or requiring any action special equipment or action which might create a risk of 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 pool/spa systems and components at the time of the inspection.

Inspector will prepare and provide Client a written report for the sole use and benefit of Client. The written report provides documentation of material deficiencies in the pool/spa systems and components which are not functioning at the time of the inspection or which, in the Inspector's opinion, are at the ends of their service lives.

The inspection shall be performed in accordance with the Residential Pool and Spa Standards of Practice of the California Real Estate Inspection Association (CREIA<sup>SM</sup>), attached hereto, and incorporated herein by reference, and is limited to those items specified therein.

**CLIENT'S DUTY:** Client understands and accepts that an inspection and report in accordance with this Agreement is intended to reduce, but cannot eliminate, the uncertainty regarding the condition of the pool/spa systems and components or their safe usage.

Client agrees to alert the Inspector to all concerns, issues, or problems Client is aware of prior to the Inspection. 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 Client agrees to obtain further evaluations recommended by Inspector for any additional inspections by appropriate specialists before the close of escrow and prior to usage.

In the event Client becomes aware of a reportable condition within the time limitation of this Agreement 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 prior to making any repair, alteration, or replacement. Client acknowledges and agrees that failure to comply with this clause is a material breach of this Agreement.

**ENVIRONMENTAL CONDITIONS:** Client agrees what is being contracted for is a pool/spa inspection and not an environmental evaluation. In addition to those exclusions a limitations set forth in the Standards of Practice, Client understands and agrees this inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding the pool/spa systems and components, including but not limited to the presence of asbestos, lead, urea-formaldehyde, fungi, molds, mildew, PCBs, or other toxic, reactive, combustible, corrosive contaminants, materials, or substances in or on the water, air, soil, or building materials. Inspector is not liable for injury, health risks, or damage caused or contributed to by these conditions.

**SAFE USAGE:** THERE ARE SAFETY RISKS INHERENT WITH POOLS AND SPAS. THIS GENERAL INSPECTION CANNOT DETERMINE THAT A POOL/SPA OR RELATED EQUIPMENT ARE SAFE FOR USE BY ADULTS OR CHILDREN. INSPECTOR IS NOT LIABLE FOR INJURY OR PROPERTY DAMAGE ARISING FROM OR RESULTING TO THE POOL/SPA OR RELATED EQUIPMENT.

**GENERAL PROVISIONS:** If provided in conjunction with the sale or transfer of real estate, the written report is not a substitute for any transferor's disclosure that may be required by law, or a substitute for Client's independent duty to reasonably evaluate the pool/spa prior to the close of the transaction. This inspection Agreement and the written report do not constitute a warranty, guarantee, or insurance policy of any kind whatsoever.

No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company or its officers, directors, shareholders, members, agents, or employees more than one year from the date Client discovers, or through reasonable diligence should have discovered a claim or injury. In no event shall the time to commence an action exceed two years from the date of the 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. The parties acknowledge that they each had the opportunity to review and revise this Agreement, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation 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 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 entirely or partially invalid or unenforceable, the remaining provisions or parts thereof of this Agreement shall remain in full force and effect, unimpaired by the court's holding.

**LIMITATION ON LIABILITY:** LIABILITY OF THE INSPECTOR AND/OR THE INSPECTION COMPANY'S DIRECTORS, OFFICERS, MEMBERS, PRINCIPALS, AGENTS, AND EMPLOYEES FOR ANY ACT, ERROR, OR OMISSION ARISING OUT OF OR RELATING TO THIS POOL/SPA INSPECTION AND REPORT IS LIMITED TO A REFUND OF THREE TIMES THE FEE PAID FOR THIS INSPECTION AND

REPORT. THIS LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS, AND ANYONE ELSE WHO MAY OTHERWISE READ, RELY UPON, OR USE ANY INFORMATION PROVIDED BY THE INSPECTOR, AND/OR IN THE INSPECTION REPORT ("CLIENT AND AFFILIATES"). CLIENT AND AFFILIATES ASSUME THE RISK OF ALL LOSSES GREATER THAN THREE TIMES THE FEE PAID FOR THE INSPECTION. CLIENT AND AFFILIATES AGREE TO IMMEDIATELY ACCEPT A REFUND OF THREE TIMES THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM OR RELATE TO THIS INSPECTION AND REPORT. CLIENT AND AFFILIATES UNDERSTAND THAT IF THEY DESIRE AN INSPECTION WITHOUT THIS LIMITATION ON LIABILITY THEY SHOULD NOT EXECUTE THIS AGREEMENT AND THEY SHOULD INQUIRE AS TO THE ADDITIONAL FEE REQUIRED TO PROCEED WITHOUT THIS LIMITATION AND/OR REFERRALS TO OTHER INSPECTORS OR ORGANIZATIONS.

CLIENT ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL TERMS, CONDITIONS, AND LIMITATIONS OF THIS AGREEMENT AND VOLUNTARILY AGREES TO BE BOUND THEREBY AND TO PAY THE FEE(S) LISTED HEREIN.

Client signature \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_

Inspector signature \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_  
Company Name \_\_\_\_\_

INSPECTION FEE \$ \_\_\_\_\_



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# STANDARDS OF PRACTICE

## RESIDENTIAL POOLS AND SPAS

Originally Adopted July 16, 2010 – Effective October 1, 2010

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### Part I. Definitions and Scope

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

- A. A *pool/spa inspection* is a survey and basic operation of the *readily accessible systems* and *components* of a *pool* and/or *spa*. The purpose of the *inspection* is to provide the Client with information regarding the general *condition* of the *pool/spa*.
- B. A *pool/spa inspection* report will identify *pool/spa components* and *systems* which, in the opinion of the *Inspector*, are not *functioning* as intended or appear to be at the ends of their service lives.
- C. *Inspections* performed in accordance with these Standards of Practice are not *technically exhaustive*.

## Part II. Standards of Practice

A *pool/spa inspection* includes the *readily accessible systems and components* listed in Sections 1 through 5 subject to the limitations, exceptions, and exclusions in Part III.

### SECTION 1 – *Pool/Spa Vessel*

- A. Items to be *inspected*:
  - 1. Above water level portions of the *pool/spa*
  - 2. Perimeter deck coping at the *pool/spa*
- B. The *Inspector* is not required to:
  - 1. *Determine* if *pool/spa systems, vessel, or components* are free of leakage

### SECTION 2 – *Pool/Spa Barriers*

- A. Items to be *inspected*:
  - 1. Fencing and other *barrier components* which restrict access to the *pool/spa* from outside the *pool/spa* area
  - 2. Audible door alarms and other *components* which restrict access to the *pool/spa* from the interior of the home
- B. The *Inspector* is not required to:
  - 1. Evaluate adequacy of access *barriers* and *pool/spa* covers
  - 2. Operate or test alarms or automated safety *devices*, other than simple audible door alarms
  - 3. *Inspect* temporary or removable fencing or *barriers*

### SECTION 3 – *Pool/Spa Plumbing*

- A. Items to be *inspected*:
  - 1. Pumps and pump motors
  - 2. *Readily accessible* associated piping systems
  - 3. Filtration systems
  - 4. Skimmers
  - 5. Drains
- B. The *Inspector* is not required to:
  - 1. Evaluate or operate backflow prevention *devices* or back-flush any *components*
  - 2. *Inspect* chemical injection systems or conditioning *devices* and related *components*
  - 3. *Inspect* or operate automatic water level refill systems or *components*
  - 4. *Determine* if circulation *equipment* is properly designed or sized

## **SECTION 4 – Pool/Spa Electrical**

- A. Items to be *inspected*:
  1. *Pool/spa* electrical panels
  2. Operate GFCI test buttons
  3. Disconnects, switches, and outlets
  4. *Pool/spa* lighting
  5. Bonding and grounding
  
- B. The *Inspector* is not required to:
  1. Operate circuit breakers
  2. Remove covers from electrical panels, *equipment*, or *devices*
  3. *Determine* adequacy of grounding and bonding
  4. *Determine* that the electrical system is free of defects that could result in shock or electrocution

## **SECTION 5 – Pool/Spa Heating**

- A. Items to be *inspected*:
  1. Heating *equipment*
  2. Fuel gas piping
  3. Combustion air and venting exhaust *systems*
  
- B. The *Inspector* is not required to:
  1. *Inspect* heat exchangers or heating elements
  2. *Inspect* solar or geothermal heating *systems* or *components*
  3. Evaluate the operation or calibration of thermostats
  4. *Determine* water temperature, time to obtain hot water, or rate of temperature rise for a heater
  5. *Determine* if fuel *systems* are free of leakage

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

- A. The following are excluded from a *pool/spa inspection*:
  1. *Systems* or *components* of a *pool/spa*, or portions thereof, which are below the waterline or underground or which are specifically excluded by the *Inspector*
  2. *Systems* or *components* of a *pool/spa*, or portions thereof, which are not *readily accessible*, not *permanently installed*, or not *inspected* due to circumstances beyond the control of the *Inspector*
  3. *Determining* whether the *pool/spa* is safe
  4. Deficiencies which fall within the scope of routine maintenance
  5. Chemical analysis of the water and water testing
  6. *Inspecting* or reviewing *equipment* printouts or displays

7. Fuel tanks, pressure testing of any piping *system* or *component*, or *determining* leakage in *pools/spas*
8. *Determining* compliance with manufacturer's installation guidelines or specifications, building codes, accessibility standards, conservation or energy standards, regulations, ordinances, zoning, covenants, or other restrictions, including local interpretations thereof
9. *Determining* adequacy, efficiency, suitability, durability, quality, age, or remaining life of any *system* or *component*
10. *Determining* aesthetic *conditions*, marketability, or advisability of purchase
11. Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying, environmental, or soils-related evaluations
12. Environmental hazards or conditions, including, but not limited to, toxic, reactive, combustible chemicals, corrosive contaminants, or damage or health risks arising there from
13. Risks associated with *pool/spa* leakage events or conditions of nature including, but not limited to, geological, seismic, wildfire, and flood
14. Covers, valves, air switches, jets, and cleaners
15. *Inspecting* or operating non-essential *pool/spa components* or accessories including, but not limited to, fountains, water falls, diving or jump boards, ladders, slides, steps, *pool* houses, and *equipment* sheds
16. Differentiating between original construction or subsequent additions or modifications
17. Obtaining or reviewing information from any third-party, including but not limited to building permits, zoning information, product defects, construction documents, recalls, or similar notices
18. Specifying repairs or replacement procedures, or estimating costs of repair or operation
19. Communication, computer, security, remote control, or low-voltage *systems*, timer, sensor, or similarly controlled *systems* or *components*
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. Dismantling of any *system*, structure, or *component* or performing any intrusive or destructive examination, testing, or analysis

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

1. *Inspect* any *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 unless agreed otherwise.
2. Include photographs with the report or take photographs for *Inspector's* reference.

## IV. Glossary of Terms

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

**Appliance:** An item such as a pump, motor, heater, etc. which performs a specific *function*

**Barrier:** A fence, wall, or other obstacle which restricts access to the *pool/spa* from outside the *pool/spa* area, including from the interior of the home

**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 *pool/spa inspection*

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

**Equipment:** An *appliance, fixture, or device*

**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*

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

**Inspector:** One who performs a *pool/spa inspection*

**Normal User Control:** Switch or other *device* provided for user to activate *pool/spa equipment*

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

**Pool/Spa:** The subject of the *inspection*

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

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

**Swimming Pool and Spa:** A *permanently installed* vessel and filtration *system* being used for swimming or recreational bathing that contains water over 18 inches deep

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

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

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