

**STANDARD RESIDENTIAL POOL/SPA INSPECTION AGREEMENT  
(PLEASE READ CAREFULLY, THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT)**

Client Name: \_\_\_\_\_

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

Inspection Address: \_\_\_\_\_

**SCOPE OF THE INSPECTION:** A pool/spa inspection is a noninvasive, visual survey and basic operation of the accessible systems and components of a pool/spa, to identify conditions that have a significant negative effect on the value, desirability, habitability or safety of the pool/spa and to identify issues that Client should further investigate prior to the release of any contingencies.

Inspector will prepare and provide Client a written report for the sole use and benefit of Client. Except as otherwise provided herein, the written report must document any material defects discovered in the pool/spa 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 must be performed in accordance with the Pool/Spa 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 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 property. Client is responsible to review the permit history and research any legal actions or insurance claims involving the property. Investigating the property, neighborhood and area are also recommended.

Client agrees to read the entire written report when it is received and promptly contact Inspector with any questions or concerns regarding the inspection or the written report. The written report must 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 notify Inspector and makes repairs, alterations, or replacements is in material breach of this Agreement.

**ENVIRONMENTAL CONDITIONS:** Client agrees this contract is limited to a pool/spa 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, wood destroying organisms, fungi, molds, mildew, feces, urine, vermin, pests, or any animal or insect, "Chinese drywall", 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.

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

**MEDIATION:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, or any alleged torts, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by a mutually agreed upon neutral, third-party mediator and according to the rules and procedures designated by the mediator, before resorting to further litigation.

**ARBITRATION OF DISPUTES:** Any dispute concerning the interpretation or enforcement of this Agreement, the inspection, the inspection report, or any other dispute arising out of this relationship, must be resolved between the parties by **BINDING ARBITRATION** conducted by \_\_\_\_\_ utilizing their Rules and Procedures, which can be viewed on its website. The parties hereto must be entitled to all discovery rights and legal motions as provided in the California Code of Civil Procedure and serving discovery must not be deemed



B. A *pool/spa inspection* report provides written documentation of material defects discovered in the *inspected pool/spa 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 will include the *Inspector's* recommendations for *correction* or *further evaluation*.

C. All *corrections* or *further evaluations* need to be provided by an appropriate, competent, licensed and/or certified professional as stated in the CA Business and Professions Code 7195(c).

D. Client should consider all available information when negotiating any transfer of the Property.

E. *Inspections* performed in accordance with these Standards of Practice are not *technically exhaustive* and shall apply to the *pool/spa*.

F. Cosmetic and aesthetic conditions shall not be considered.

## Part II. Standards of Practice

A *pool/spa inspection* includes the *readily accessible systems* and *components*, or a *representative number* of multiple similar *components* listed in Sections 1 through 6 subject to the limitations, exceptions, and exclusions in Part III.

### Section 1 – Pool/Spa Vessel - Items to be *inspected/reported*:

1. *Pool/spa* vessel (to the best of the inspectors ability to visually inspect from the poolside).
2. Perimeter deck
3. Coping

### Section 2 – Pool/Spa Barriers - Items to be *inspected/reported*:

1. *Barriers*
2. Other *barrier access components* (i.e., house doors, gates, pet doors, garage doors that provide access to the pool area...)

### Section 3 – Pool/Spa Plumbing - Items to be *inspected/reported*:

1. Pumps
2. Piping
3. Filtration *systems*
4. Skimmers
5. *Drains / Suction Inlets* (to the best of the inspectors ability to visually inspect from the poolside)

### Section 4 – Pool/Spa Electrical - Items to be *inspected/reported*:

1. *Pool/spa* electrical panels
2. GFCI protection
3. *Pool/spa* lighting
4. Bonding
5. Electrical *fixtures* at the *pool/spa*

### Section 5 – Pool/Spa Heating - Items to be *inspected/reported*:

1. Heaters
2. Energy source and connections
3. Exhaust vents

### Section 6 – Drowning Prevention Safety Features (per CA Health and Safety Code 115922) - Items to be *inspected/reported*:

1. Which features are present
2. And, If there are less than 2 features present

## Part III. Exclusions and Exceptions

A. The following are excluded from a *pool/spa inspection*:

1. *Inspect systems* or *components* which are below the waterline or underground, not *readily accessible*, not *permanently installed*, specifically excluded or not inspected due to circumstances beyond the control of the *Inspector*
2. *Inspect* or *operate* non-essential *pool/spa components* or accessories (i.e., water features, diving boards, ladders, slides, steps, *pool/spa* houses, equipment sheds...)
3. *Determine* whether the *pool/spa* is safe
4. Report deficiencies which fall within the scope of routine maintenance
5. *Evaluate* adequacy of *barriers* and *pool/spa* covers - except as required by applicable law
6. *Operate* or test alarms or automated safety devices, other than simple audible door alarms
7. *Inspect* temporary or removable fencing / *barriers* - except as required by applicable law
8. *Evaluate* or operate backflow prevention devices or backwash of any *components*
9. *Inspect* chemical injection systems or conditioning devices and related *components*
10. *Inspect* or operate automatic water level refill *systems* or *components*

11. *Determine* if circulation equipment is properly designed or sized
12. Operate circuit breakers, valves, air switches, or jets
13. Remove access panels or covers other than those provided for homeowner maintenance
14. *Evaluate* acoustical or other nuisance characteristics of any *system* or *component* of a building, complex, adjoining property, or neighborhood
15. Dismantle of any *system* or *component*, or any intrusive or destructive examination, testing, or analysis
16. *Determine* that the electrical *system* is free of defects that could result in shock or electrocution
17. Conduct chemical analysis of the water
18. *Inspect* or review *equipment* printouts or displays
19. Conduct pressure testing of any *system* or *component*
20. *Determine* leakage in the *pool/spa*
21. *Inspect* heat exchangers or heating elements
22. *Inspect* solar or geothermal heating *systems* or *components*
23. *Evaluate* the operation or calibration of thermostats
24. *Determine* water temperature, time to obtain hot water, or rate of temperature rise for a heater
25. *Determine* if fuel *systems* are free of leakage
26. *Determine* if any manufacturers' design standards conforms to regulatory requirements or standards
27. Test, operate or *determine* if any *drowning prevention safety feature* is installed properly or is adequate, effective or meets ASTM standards - except as required by applicable law
28. *Inspect* the neighbor's side of the barrier
29. *Determine* compliance with manufacturer's installation specifications, building codes, accessibility standards, conservation or energy standards, regulations, ordinances, zoning, covenants, or other restrictions, including local interpretations thereof
30. *Determine* adequacy, efficiency, durability, suitability, quality, age, marketability, advisability of purchase or remaining life of any *building, system, or component*
31. Conduct structural, architectural, geological, environmental, hydrological, land surveying, or soils-related examinations
32. Report environmental hazards, damage, health risks or conditions (i.e., algae, toxic, reactive, combustible chemicals, corrosive contaminants...)
33. *Inspect* communication, computer, security, remote control, or low-voltage, timer, sensor, or similarly controlled *systems* or *components*
34. Specify *correction* procedures or estimating cost to correct
35. Differentiate between original construction or subsequent additions, remodels or modifications
36. Review or interpret information or reports from any third-party (i.e., permits, disclosures, product defects, construction documents, litigation concerning the Property, recalls, insurance requirements...)
37. *Operate* shutoff valves or *shut down* any *system* or *component*
38. *Operate systems, components, or appliances* that are *shut down*, unsafe to operate, or does not respond to *normal user controls*

B. Exceptions to a *pool/spa inspection*:

1. The Inspector may, at his or her discretion *inspect systems, components, or appliances* not included or otherwise excluded by these Standards of Practice, as a courtesy to the Client, which may include an additional fee. Any such inspection shall comply with all other provisions of these Standards, as applicable.
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 of conditions found in the report.

**Part IV. Pool/Spa Glossary of Terms**

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

**Appears:** When the *Inspector* observes an item or defect but, cannot determine the state or cause of the items or defect, when analysis or procedures are out of the scope of the Standard of Practice, or it is beyond the *Inspectors'* expertise

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

**Barrier:** A fence, wall, or other obstacle, or any combination of the aforementioned, which restricts access to the *pool/spa* from outside the *pool/spa* area (*Perimeter Barrier, Isolation Barrier, Mesh Barrier* or *Natural Barrier*)

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

**Condition:** Conspicuous state of being

**Correction:** The appropriate corrective action taken by the appropriate, competent, licensed and/or certified person (i.e., repair, replace, remove...)

**Determine:** Arrive at an opinion or conclusion

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

**Drain / Suction Inlet:** any orifice, in the *pool/spa*, for removing water from the *pool/spa* by a pump

**Drowning Prevention Safety Features** (as per CA Health and Safety Code 115992):

- 1 - *Isolation barrier*
- 2 - *Mesh barrier*
- 3 - *Pool/spa cover*
- 4 - Home exit alarms

5 - Self-closing and self-latching home doors

6 - Pool/spa alarm

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

**Evaluate:** Form an idea of the amount, number, or value of; assess

**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*

**Further Evaluation:** a recommendation when the *Inspector* can not determine the state or cause, when analysis or procedures are out of the scope of the Standard of Practice, or it is beyond the *Inspectors'* expertise

**Inspect:** See Above Part I. A. Definitions and Scope

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

**Intended :** Built for the purpose of (i.e., a Koi pond was not built for the purpose of swimming or recreational bathing)

**Isolation Barrier:** The *barrier* around the *pool* area that isolates the *pool* area from the house

**Mesh Barrier:** The *barrier* around the *pool* area that isolates the *pool* area from the house of which any portion is made of mesh temporary fencing

**Natural Barrier:** A portion of the *barrier* that is not man-made (cliff, lake, boulder...)

**Normal User Control:** Switch or other device that activates a *system* or *component* and is provided for use by an occupant to activate *pool/spa equipment*

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

**Perimeter Barrier:** The *barrier* around the *pool* area that includes access from the house

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

**Pool:** (AKA: Spa, Hot tub...) A *permanently installed* vessel *intended* for swimming or recreational bathing that contains water over 18" deep.

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

**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*

**Spa:** See *Pool*

**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