



July 14, 2020 Inspector Gary Longstreet 905-872-3366 garylongstreet@sympatico.ca



# **PRE-INSPECTION AGREEMENT**

The client understands that this Home Inspection is only a visual review of readily accessible areas. The Standards of Practice used meet those prescribed by the International Association of Certified Home Inspectors (InterNACHI). No excavation, disassembly or removal of obstructions is performed. Hidden or obstructed defects may not be observed. In addition, some property components are inspected on a random sampling of like items, i.e., electrical outlets, windows, doors, etc. Therefore, not every defect may be identified. This Inspection is not technically exhaustive. The fee charged for this Inspection is substantially less than that of a technically exhaustive inspection.

The inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances or environmental hazards including, but not limited to, radon gas, underground fuel storage tanks, lead paint, lead solder, Chinese drywall, mold/mildew, trees/plants, wood destroying organisms or insects, rodents/infestation, asbestos, urea formaldehyde, low frequency electromagnetic waves and toxic or flammable chemicals.

Water/moisture leaks, seepage and drainage problems are often only visible during or after a certain amount of rain. It is thus impossible to observe water/moisture leaks, seepage and drainage problems unless the inspection is conducted during or immediately after a rain sufficient to reveal such problems.

We encourage the client to be present at the inspection. This will enable the inspector to point out specific observations, as well as help the client understand any comments provided in the Home Inspection Report. The Inspector may offer verbal comments as a courtesy, but these comments will not compromise the bargained-for report. This report is intended for use only by the party contracting for same. It is not intended to benefit any third party. The client hereby releases the Inspector/Global Property Inspections and their agents and employees and agrees to hold same harmless from any and all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage or personal injury of any nature.

The client understands, accepts and agrees that except for the Limited Warranty attached hereto, Global Property Inspections does not, impliedly or expressly, warrant or guarantee its Home Inspection, Home Inspection Report, or the condition of the subject property.

In the event that any dispute arises out of, or relates to, the Home Inspection performed or Home Inspection Report issued under this Agreement, it is mandatory that such dispute be submitted to arbitration for resolution. All disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated with or derived from this agreement, shall be finally resolved by arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. The place of arbitration shall be Orangeville, Ontario, Canada. The language of the arbitration shall be English. Election to submit any claim to arbitration must be given, in writing, to Global Property Inspections within one (1) year of the Home Inspection. In the event that a dispute is submitted to arbitration pursuant to this Paragraph, the decision of the arbitrator shall be final and binding on the parties and judgment on the award of the arbitrator may be entered in any court of competent jurisdiction. As a condition of the reduced fee incorporated herein, our liability shall in no case exceed five times the amount of the fee charged.

Global Property Inspections expresses no opinion of the subject property beyond what is set forth in its Home Inspection Report. The client may wish to obtain other types of inspections, such as mold, air quality or environmental inspections that are not addressed in the Home Inspection Report. Global Property Inspections does not inspect for compliance with building codes or regulations of any governmental body, entity or agency.



#### \*ACKNOWLEDGEMENT\*

Client acknowledges that Gary Longstreet, dba Global Property Inspections, its employees, owners or agents is an independently-owned and operated franchise and not an employee, partner, or agent and cannot make any contract, agreement, warranty or representation on behalf of National Property Inspections, Inc., 9375 Burt Street, Suite 201, Omaha, NE 68114.

**Inspector Signature** 

Gary Longstreet

**Client Signature** 

2020-07-07 Date

Date



### **GENERAL INFORMATION**

## **GENERAL CONDITIONS AT TIME OF INSPECTION :**

| Property Occupied :     Yes       Estimated Age Of Property :     36     Year(s)       Property Faces :     I North     South     East     West | Temperature : 23 C<br>Weather :<br>☑ Sunny |
|---|--|
| <b>Type of Property :</b>   | Soil Conditions :                          |
| ☑ Single-Family   |  |
| Primary Construction :  | Persons Present :                          |
| ☑ Wood  | ☑ Seller                                   |

#### **DEFINITIONS**:

Below are listed the definitions used throughout the report to describe each feature of the property.

| ACC (ACCEPTABLE)   | The item/system was performing its intended function at the time of the inspection.  |
|--------------------|--|
| MAR (MARGINAL)     | The item/system was marginally acceptable. It performed its designed function at the time of the inspection. However, due to age and/or deterioration, it will likely require early repair or replacement. |
| NI (NOT INSPECTED) | The item/system was not inspected due to safety concerns, inaccessibility and/or concealment or seasonal conditions and no representations of whether or not it was functioning as intended were made.     |
| NP (NOT PRESENT)   | The item/system does not exist or was visually concealed at the time of the inspection.  |
| DEF (DEFECTIVE)    | The item/system failed to operate/perform its intended function, was structurally deficient, was unsafe or was hazardous at the time of the inspection.  |

## **SCOPE OF THE INSPECTION :**

We wish to remind you that every property requires a certain amount of ongoing maintenance: drains sometimes clog, gutters, downspouts and the grading around the property must be properly maintained to help prevent water intrusion in to the basement or crawlspace; roofs, furnaces, air conditioners and other components require regular maintenance and inspection. This property will be no exception and we <u>strongly suggest that you both expect and budget for regular maintenance/repairs.</u>

The following report is based on visual inspection of the readily accessible areas of this property and on a random sampling of like items, <u>not every item was or could be inspected</u>. Please read the entire report carefully, ask your inspector any questions you might have <u>and obtain estimates or discuss noted items with a contractor before closing</u>.

Swimming pool and related equipment were not inspected. Consultation with local authority to ensure compliance with safety and fencing requirements is strongly recommended.

All recommendations and/or referrals within this Inspection Report for repair, replacement, and/or evaluation stated in the specific sections of this report are recommended to be completed by specifically licensed contractors with respect to the individual component being addressed for repair, replacement or evaluation.

This report is intended for use only by the party contracting for same. It is not intended to benefit any third party. Any/all photos included are considered to be part of the summary/report. Cosmetic issues are not part of the general home inspection. Some/all electrical outlets, HVAC vents, and windows may not be tested due to access being



denied by furniture or personal belongings of the current home owner in all rooms. Stored items restrict viewing of all closet interior and sink areas.



|                           |                     | ACC | MAR | NI | NP | DEF |
|---------------------------|---------------------|-----|-----|----|----|-----|
| <b>GRADING / DRAINAGE</b> | ☑ Recommend Repairs |     |     |    |    | ☑   |
|                           |                     |     |     |    |    |     |

☑ Negative Slope

#### Comments:

Negative grading was noted at side/s and rear of dwelling. Likely to cause drainage problems during rainfall. Recommend repair to prevent water intrusion.



Grading / Drainage:



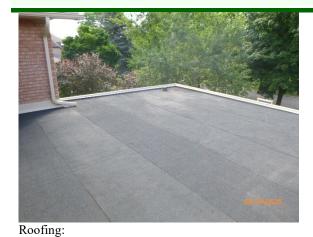
Grading / Drainage:

|                |                            |           | AC      | C MAR | NI | NP | DEF |
|----------------|----------------------------|-----------|---------|-------|----|----|-----|
| ROOFING        |                            |           |         |       |    |    |     |
| Age: 5 Year(s) | Design Life: 15-20 Year(s) | Layers: 1 | 90% Vis | ible  |    |    |     |
| ☑ Walked On    | Asphalt / Composition      |           |         |       |    |    |     |

Comments:

Leaks not always detectable.







Roofing:

ACCMARNINPDEF**FLASHING/VALLEYS**IIII

Comments: Leaks not always detectable.

|                     | ACC | MAR | NI | NP | DEF |
|---------------------|-----|-----|----|----|-----|
| GUTTERS/DOWN SPOUTS | M   |     |    |    |     |
| _                   |     |     |    |    |     |

☑ Aluminum

Comments: Leaks not always detectable. Buried downspouts were not inspected.

|                 | ACC | MAR | NI | NP | DEF |
|-----------------|-----|-----|----|----|-----|
| CHIMNEY         | V   |     |    |    |     |
| Brick / Masonry |     |     |    |    |     |

Comments: Leaks not always detectable.

Flue not inspected. Annual cleaning is recommended.

Inspection Date: 07-14-2020



|            |                       | ACC | MAR | NI | NP | DEF |
|------------|-----------------------|-----|-----|----|----|-----|
| FOUNDATION |                       |     |     |    |    |     |
| ⊠Concrete  | ☑ Limited Observation |     |     |    |    |     |
| <u> </u>   |                       |     |     |    |    |     |

Comments: Limited observation due to design or landscaping.

## Attic / Roof

*Method of Inspection* Visual from Access 60 % Visible

## ATTIC FRAMING/SHEATHING

Plywood / Panel Board / OSB Rafters

#### Comments:

Leaks not always detectable.



Attic Framing/Sheathing:



ACC MAR

 $\checkmark$ 

NI

NP DEF

Attic Framing/Sheathing:

|            |          | ACC | MAR | NI | NP | DEF |
|------------|----------|-----|-----|----|----|-----|
| ATTIC VENT | FILATION |     |     |    |    |     |
|            |          |     |     |    |    |     |

⊠Soffit

Static Vent

Comments:

Inspection Date: 07-14-2020



|                  | ACC | MAR | NI | NP | DEF |
|------------------|-----|-----|----|----|-----|
| ATTIC INSULATION | V   |     |    |    |     |
| ☑ Loose Fill     |     |     |    |    |     |

Comments: Insulation value R40 as per insulation tag.

| ATTIC ELECTRICAL |
|------------------|
|------------------|

Comments: Unable to inspect any electrical components in the attic due to insulation cover.

Limited visibility due to obstructions. See Electrical Section for additional Information.

Basement

## Interior Foundation

Foundation Type

#### 

☑ Limited Observation

Comments: Leaks not always detectable. Limited observation due to finish and stored items. Not inspected.

### **UNDER FLOOR FRAMING & SUPPORT**

| ☑Limited | Observation        |    |       |      |    |     |
|----------|--------------------|----|-------|------|----|-----|
|          |                    | AC | C MAI | R NI | NP | DEF |
| BEAMS    | Dimensional Lumber | E  | 1 🗆   |      |    |     |
| JOISTS   | Dimensional Lumber | E  | 1 🗆   |      |    |     |
| POSTS    |                    | E  | ם   נ |      | Ø  |     |
| PIERS    |                    | C  |       |      | V  |     |

Comments:

Limited observation due to finish and stored items.

ACC MAR

NI

 $\checkmark$ 

NP

DEF

DEF



|   |         | MAR     | NI   | NP    | DEF |
|---|---------|---------|------|-------|-----|
| FLOOR/SLAB  |         |         |      |       |     |
| Image: Concrete   Image: Cracks     Image: Obscured / Covered   |         |         |      |       |     |
| Comments:<br>Limited observation due to floor covering and stored items.  |         |         |      |       |     |
|   |         |         |      |       |     |
| ELECTRICAL   Recommend Repair   | s       |         |      |       |     |
| SERVICE SIZE (Main Panel)   |         |         |      |       |     |
| Image: Brand: Cutler-HammerImage: Main Disconnect Location: Basement  | ☑110/22 | 20 Volt | (Nom | inal) |     |
| ☑ 200 AMP   |         |         |      |       |     |
| ☑ Insufficient Access ☑ Open Knockouts  |         |         |      |       |     |
|   |         |         |      |       |     |
|   | ACC     | MAR     | NI   | NP    | DEF |
| SERVICE Dunderground  | ACC     | MAR     | NI   | NP    | DEF |
|   |         |         |      |       |     |
| SERVICE Dunderground  | Ø       |         |      |       |     |
| SERVICE DUnderground<br>ENTRANCE CABLE  |         |         |      |       |     |
| SERVICE ØUnderground<br>ENTRANCE CABLE<br>PANEL ØBasement ØBreaker(s)   |         |         |      |       |     |
| SERVICE ØUnderground<br>ENTRANCE CABLE<br>PANEL ØBasement ØBreaker(s)<br>SUB-PANEL  |         |         |      |       |     |
| SERVICE DUnderground<br>ENTRANCE CABLE<br>PANEL DBasement DBreaker(s)<br>SUB-PANEL<br>BRANCH CIRCUITS DCopper                     |         |         |      |       |     |
| SERVICE DUnderground<br>ENTRANCE CABLE<br>PANEL DBasement DBreaker(s)<br>SUB-PANEL<br>BRANCH CIRCUITS Copper<br>BONDING/GROUNDING |         |         |      |       |     |

Comments:

Inadequate clearance/working space was noted in front of electrical panel. Panel was not fully labelled. Open knockout/s were present in panel. Electrical conductor for pool pump was not installed properly. All electrical outlets, switches and junction boxes require cover plates for safety. Recommend repair by a qualified electrician. Smoke detector in basement was not working. Recommend replacement. Recommend installation of carbon monoxide detectors where needed for safety.

\*Smoke Detectors / GFCI's checked with test button only. Monthly Test Recommended.



Electrical:

Electrical:



Electrical:



Electrical:

#### **PLUMBING**

Water Service ☑ Water Public

**Sewage Service** 

Sewage Public

 $\blacksquare$  Shut Off Location: Furnace room



|               |   | <br> |   |  |
|---------------|---|------|---|--|
| SUPPLY Zopper | Ø |      |   |  |
| DRAINS 🖾 ABS  | Ø |      |   |  |
| EJECTOR PUMP  |   |      | Ø |  |
| VENTS 🖾 ABS   | Ø |      |   |  |

#### Comments:

Inspection Date: 07-14-2020

NP DEF

JUL/14/2020



Main utility line, septic systems and gray water systems are excluded from this Inspection.

|                         |                                |                     |      | ACC    | MAR   | NI | NP | DEF |
|-------------------------|--------------------------------|---------------------|------|--------|-------|----|----|-----|
| WATER HEATER            |                                | ☑ Recommend Repairs | 5    |        |       |    |    |     |
| Brand: Giant            | Model: UG60-40MFPV1-N2U-<br>UE | Size: 227 Litres    | Age: | : 7 Ye | ar(s) |    |    |     |
| Design Life: 15 Year(s) | SerialNo: A 6764954            |                     |      |        |       |    |    |     |
| ⊠Gas                    |                                |                     |      |        |       |    |    |     |

Comments:

Water temperature was in excess of 140 F. Recommend installation of mixing valve by qualified plumbing contractor for safety.

#### HEATING

| Brand: Bryant<br>Design Life: 15 Year(s) | Model: 355AAV060100<br>SerialNo: 2609A01219 | BTUs: 100000 | Age: 6 Ye | ear(s) |              |    |     |
|--|---|--------------|-----------|--------|--------------|----|-----|
| ⊠ <sub>Gas</sub>                         | ☑ Forced Air                                |              |           |        |              |    |     |
|  |   |              | ACC       | MAR    | NI           | NP | DEF |
| OPERATION                                |   |              | N         |        |              |    |     |
| ABOVE GROUND STORAGE                     | TANKS                                       |              |           |        |              | V  |     |
| HUMIDIFIER                               |   |              |           |        | $\checkmark$ |    |     |

Comments:

Recommend routine inspection, maintenance and cleaning by qualified HVAC contractor. Recommend annual replacement of humidifier evaporator pad.

Heat Exchanger - Unable to detect cracks/holes without dismantling unit.

|                    | ACC | MAR | NI | NP | DEF |
|--------------------|-----|-----|----|----|-----|
| DRAFT CONTROL/VENT | V   |     |    |    |     |
| ⊠PVC               |     |     |    |    |     |

Comments:



#### **AIR DISTRIBUTION**

| ☑Ductwork           | ☑ Dirty Filter                              |     |     |    |    |     |
|---------------------|---|-----|-----|----|----|-----|
|                     |   | ACC | MAR | NI | NP | DEF |
| DISTRIBUTION        |   | Ø   |     |    |    |     |
| BLOWER              |   | Ø   |     |    |    |     |
| CONTROLS/THERMOSTAT | (CALIBRATIONS/TIMED FUNCTIONS NOT CHECKED.) | Ø   |     |    |    |     |
| CIRCULATOR PUMP     |   |     |     |    | V  |     |

#### Comments:

Distribution was tested in cooling mode.

|  |   |             | ACC       | MAR    | NI | NP | DEF |
|--|---|-------------|-----------|--------|----|----|-----|
| COOLING                                  |   |             | $\square$ |        |    |    |     |
| Brand: Lennox<br>Design Life: 15 Year(s) | Model: 13ACXN036-230-22<br>SerialNo: 1919E32594 | Size: 3 ton | Age: 1 Ye | ear(s) |    |    |     |
| ☑Electric                                | ☑ Central Air                                   |             |           |        |    |    |     |

#### Comments:

Recommend routine inspection, maintenance and cleaning by qualified HVAC contractor.



# Summary

This summary is not the entire report. The complete report may include additional information of concern to the client. It is recommended that the client read the complete report.

## **GRADING / DRAINAGE**

Negative grading was noted at side/s and rear of dwelling. Likely to cause drainage problems during rainfall. Recommend repair to prevent water intrusion.

#### ELECTRICAL

| Panel   | DEFECTIVE |
|---|-----------|
| Branch Circuits   | DEFECTIVE |
| Smoke Detectors*  | DEFECTIVE |
| Inadequate clearance/working space was noted in front of electrical panel. Panel was not ful<br>labelled. Open knock-out/s were present in panel. Electrical conductor for pool pump was no<br>properly. All electrical outlets, switches and junction boxes require cover plates for safety.<br>Recommend repair by a qualified electrician.<br>Smoke detector in basement was not working. Recommend replacement.<br>Recommend installation of carbon monoxide detectors where needed for safety. |           |

#### WATER HEATER

DEFECTIVE

DEFECTIVE

Water temperature was in excess of 140 F. Recommend installation of mixing valve by qualified plumbing contractor for safety.

| MAR (MARGINAL)  | The item/system was marginally acceptable. It performed its designed function at the time of the inspection. However, due to age and/or deterioration, it will likely require early repair or replacement. |
|-----------------|--|
| DEF (DEFECTIVE) | The item/system failed to operate/perform its intended function, was structurally deficient, was unsafe or was hazardous at the time of the inspection.  |





# **Limited Warranty**

The Limited Warranty, for mechanical systems and appliances, is free of charge in conjunction with a home inspection performed by Gary Longstreet with the following conditions:

- 1. The fee for the home inspection must be received by Global Property Inspections within 10 days from the date of the inspection.
- 2. This warranty begins when the fee for the home inspection is received and expires 180 days from the date of the inspection.
- 3. If there are any other insurance policies or warranties applicable, this warranty becomes excess.
- 4. This warranty applies only to those mechanical systems and/or applicances identified in the GPI Inspection Report which details the inspector's findings at the property.

Address of Property Inspected: 4267 Bridlepath Trail

Date inspected: 2020-07-14

The following items are excluded from protection under this Limited Warranty due to the fact that they need servicing, were dysfunctional or inoperative at the time of the inspection or near the end of their normal life expectancy.

Warranty applicable only on full home inspections, not applicable on partial inspections.

#### TERMS, LIMITATIONS AND DEDUCTIBLE -- READ CAREFULLY.

Global Property Inspections (hereinafter GPI) will, during the term of this Limited Warranty, repair or replace at its option, the protected items and components should they become inoperative due to mechanical failure, subject to the terms, limitations, and deductible specified below. This Limited Warranty covers only those mechanical systems and appliances listed below.

- I. Warranty Limit:
  - A. GPI's maximum liability under this warranty for all mechanical defects arising during, and not preexisting to, the 180 days warranty term is limited to \$2,500. All mechanical claims carry a \$250 deductible.
- II. To present a claim:
  - A. Call the GPI inspector first, not a service contractor. GPI will not pay for any service that is not authorized in advance. The client is expected to make any necessary temporary repairs to prevent any further damage to the item(s) in question.
  - B. Payment of the \$250 deductible is the responsibility of the client for each service call for each protected item. The deductible must be paid directly to the contractor affecting authorized repairs or replacement.
  - C. GPI has the sole option to repair or replace.
  - D. The client must promptly notify GPI when any covered item(s) has a mechanical failure. GPI shall have



no responsibility for claims which are not reported within 5 days of its mechanical failure.

- III. Protection Limit:
  - A. GPI will not pay for repair or replacement as a result of fire, wind, rain, hail, freezing, smoke, lightning, flood, earthquake, storm, theft, accidents, vandalism, riot, power failure, pest or insect damage, lack of capacity, inadequacy, improper installation, negligence, alterations, modifications, consequential damages of any kind, or acts of God.
  - B. GPI will make no reimbursement for materials or labor it did not authorize.
  - C. GPI will not be liable for the expense to open or close walls, floors, or ceilings, nor for the removal and replacement of tiles, carpet, wallpaper or vinyl to perform a covered service.
  - D. If the client performs or authorizes any repairs, alterations, or installations, or modifies any protected item or component or causes any consequential damage, GPI will have no responsibility with regard to that item
  - E. If the covered property is a condominium or similar ownership, GPI will not pay for repairs or service beyond the interior of the client's unit.
  - F. GPI will not be liable for damage that results from contractor's delay of service such as riots or unavailability of parts or labor. GPI will not be responsible for color match.
  - G. GPI will not pay to improve or upgrade an item or items due to lack of capacity, design or failure to meet building code or zoning requirements. Any expense incurred to meet code or zoning requirements, above that needed to remedy the mechanical failure, is the client's sole responsibility.
- IV. The GPI warranty is non-transferable. Should the client sell, vacate or rent the covered property, the warranty becomes null and void.
- V. If GPI waives a right under the warranty, it does not waive any additional or future rights.

#### **PROTECTED ITEMS** :

#### INTERIOR ELECTRICAL SYSTEMS: (\$1,000 maximum)

- **Covered:** General wiring and components within the perimeter of the main foundation; the electrical panel and subpanel. The following items are limited to a \$100.00 payment: fire alarm system; door bells; smoke detection systems; garage door openers; receptacles.
- **Not Covered:** Power failure or shortages; overload or inadequate wiring capacity; intercom systems; garage door opener sending units; burglar alarm systems; exhaust, wall, attic, or ceiling fans; light fixtures; any pre-existing condition.

#### **INTERIOR PLUMBING SYSTEMS:** (\$1,000 maximum)

- **Covered:** Gas, water, drain, vent and waste lines within the perimeter of the main foundation; electric or gas water heaters, tankless water heaters, plumbing fixtures; faucets; toilet tank, bowl and internal components.
- **Not Covered:** Any plumbing outside the perimeter of the main foundation or contained in or under the main foundation or concrete slab, or wrapped in asbestos; conditions of excessive or insufficient water pressure; water quality; holding tanks; solar hot water systems; septic tank systems; sewage ejector pumps; sewer and water laterals; wells; any condition caused by rust, corrosion or chemical deposits; galvanized pipes; solar systems; jet and sump pumps; pressure tanks; holding tanks; shower stalls, enclosures, doors and base pans; caulking or grouting; hot tubs; whirlpools and spas and their mechanical components including electrical components; repairs of walls, floors, or ceilings when plumbing repairs are made; sprinkler



systems; any pre-existing condition.

#### AIR CONDITIONING: (primary system only) (\$1,000 maximum)

- **Covered:** Central air conditioning system using ductwork for the distribution of air; condensers; compressors; thermostats; condenser fan motors; blower fan motors; interior refrigerant lines; accessible ductwork.
- Not Covered: Window, wall, gas, or portable air condition units; electronic air cleaners; dehumidifiers, deionizers; ductwork that is concrete encased or otherwise inaccessible; registers; filters; grill guards or condenser housings; exterior refrigerant lines; any condition caused by rust or corrosion; any pre-existing condition.

#### **<u>CENTRAL HEATING:</u>** (primary system only) (\$1,000 maximum)

- **Covered:** Central forced air, gravity, heat pump systems; hot water boiler systems; electric baseboard heat, if it is the only source of heat; built-in humidifiers; accessible ductwork and piping.
- **Not Covered:** Steam boiler systems; heat exchanger; ductwork or steam or radiant heating coils or lines that are wrapped in asbestos, encased in concrete or otherwise inaccessible; ceiling, wall or floor radiant heating systems; dehumidifiers, wood burning stoves; individual space heaters; outside fuel storage tanks and lines; electronic air filters; registers; filters; solar heating systems; fireplaces; fireplace inserts and components of any kind; any condition caused by rust or corrosion; any pre-existing condition.

APPLIANCES: (\$500 maximum)

- **Covered:** Primary refrigerator; oven; range; garbage disposal; dishwasher; built-in micro-wave; range exhaust fan.
- **Not Covered:** Individual freezer; washer; dryer; compactor; timers or clocks; rotisseries; meat probes; removable racks or baskets; lock or key assemblies; ice makers; filters; gaskets; scratches, marring or dents; self-cleaning components of oven; any condition caused by rust or corrosion; any pre-existing condition.
- VI. Cancellation:

GPI may cancel this warranty for any fraud or misrepresentation on the part of the client.

- VII. Additional exclusions and conditions:
  - A. Excluded From Protection Under This Limited Warranty is any item in the report which is said to be deficient, faulty, inoperable, in need of repair or in any way impaired, of suspect utility, at or beyond its normal life expectancy, or specifically excluded, as well as any item identified as not inspected or not tested, as indicated by any words or phrases which, by reasonable interpretation, would communicate any of the foregoing.

Also Excluded From Protection is any item, device, component, element, part or class of items at, in, on, or pertinent to the subject property premises which are inaccessible, concealed or a latent defect and which is not included in or specifically mentioned in the report.

B. Since each item or system in a house has a normal life expectancy, this warranty will pay for repair, or replacement on a prorated basis.

#### **DEFINITIONS:**

- 1. <u>Mechanical Failure:</u> Condition which causes a covered item or system to stop performing its designed function.
- 2. <u>Inaccessible:</u> That which cannot be readily accessed for inspection due to design and/or obstacles, such as permanent partitions, chimney, etc.



- 3. Service: Repair or replacement of non-functioning covered item.
- 4. **Pre-Existing Condition:** Condition which caused a covered item to fail, which after prudent investigation, is determined to have existed prior to this warranty's effective date.
- 5. <u>Consequential</u> Damage Condition which results from any cause other than the direct mechanical failure of that item or system.
- 6. <u>Building Code or Zoning Violations:</u> Condition which does not meet building code specifications or zoning board requirements.
- 7. Concealed or Latent Defect: A deficient condition which is not visible or not readily accessible.