

# American Real Estate Inspection 90-Day Limited Guarantee

## *Our Commitment to Quality*

When you select American Real Estate Inspection, you get peace of mind beyond the inspection. Every home inspection is protected by our Limited Guarantee for **Ninety (90) days from the date of the Home Inspection.**

This Limited Guarantee is provided to American Real Estate Inspection homebuyer clients of owner occupied one and two family re-sale houses and condominiums. (Excluding common elements) Guarantee applies to the listed and specified elements below which were specifically reported on, and found to be functional, with no recommended "Service" items noted in red lettering, or "Informational" maintenance items noted in blue lettering on the written Report.

**Main Roofing:** Includes sloped roofing materials (greater than 2 in 12 slope) and roof framing over the main house, and the roof is less than ten (10) years old.

**Central Cooling System:** Includes the main house cooling system but is limited to one unit and covers the unit if it has been test run, and is less than eight (8) years old. If there is more than one system, the main unit is defined as the one that cools the living room area.

**Central Heating System:** Includes the main house heating system but is limited to one unit and covers the unit if it has been test run, and is less than ten (10) years old. If there is more than one system, the main unit is defined as the one that heats the living room area.

**Kitchen Appliances:** Includes built-in kitchen appliances except dishwashers, which are less than six (6) years old. Dishwashers less than two (2) years old are covered. Microwave ovens, and trash compactors are not covered.

**Visible Plumbing:** Includes water faucets/fixtures, drain/vent piping, and water heaters, which are less than ten (10) years old. Homes that are left vacant longer than 13 days are not covered. Sewer pipes, water piping, irrigation systems, pipe hammer and TPR valves are not covered.

**Visible Electric:** Includes the main electric panel box and those electric elements throughout the house, which have been reported on, and are less than fifteen (15) years old. Exterior landscape lighting, ceiling fans, and wiring are not covered.

### **OUR GUARANTEE**

American Real Estate Inspection will pay up to an aggregate amount of TWO THOUSAND (\$2,000.00) DOLLARS per Guarantee for the cost of repair expense of the covered elements and components subject to the following conditions:

1. Any covered element or component noted above, which were specifically reported on and found to be functional, with no recommended "Service" items noted in red lettering, or "Informational" maintenance items noted in blue lettering on the written Report. "Note" items noted will be eligible for coverage under this Guarantee up to a maximum of ONE THOUSAND (\$1000.00) DOLLARS per covered element or component. Conversely, any element or component not inspected by American Real Estate Inspection or is noted with recommended "Service" items in red lettering, or "Informational" maintenance items in blue lettering on the written Report, is not covered.
2. There will be a service fee of Fifty (\$50.00) Dollars per incident or element. Inspection Client is responsible for the payment of this fee and any repair expense. American Real Estate Inspection will reimburse the client for the repair expense (less the service fee if not previously paid).

3. American Real Estate Inspection will not assume responsibility for repair claims: a) reported prior to closing of escrow, or after the expiration date of this guarantee; b) where any work was performed or completed prior to notification, reevaluation and/or approval by American Real Estate Inspection; c) on inspections where the fees have not been fully paid; d) on inspections where there is no mutually signed CREIA Standard Inspection Agreement, fully executed no more than Three (3) days after the inspection date, and on file at American Real Estate Inspection.

4. This Guarantee is provided for the exclusive benefit of the home-buying client and may not be transferred or assigned to any other party, including the current owner, or tenant without the express written consent of American Real Estate Inspection.

5. If in the sole judgment of American Real Estate Inspection, a repair of a covered component or element is not possible or feasible, Inspection Pros will pay up to a maximum of FIVE HUNDRED (\$500.00) DOLLARS (less the service fee if not previously paid) for the replacement of a similar quality and style component or element.

6. The client is responsible for arranging access to the property and element or the opening up of any surfaces as needed to complete the repair. American Real Estate Inspection assumes no responsibility for the opening, closing, resurfacing, restoration and/or decorating of any component after the repair work is completed.

#### CLAIM PROCEDURE

Prior to any repair work the client must notify American Real Estate Inspection in writing. American Real Estate Inspection will then advise the client of the repair completion procedure. American Real Estate Inspection may, in cases of emergency, authorize repair by telephone. Any repairs made prior to notification to and authorization by American Real Estate Inspection will void this Guarantee with respect to the element so repaired.

Contact Information: American Real Estate Inspection, PO Box 893642, Temecula CA 92589  
866-346-3337

#### EXCLUSIONS AND LIMITATIONS

This Limited Guarantee does not apply to: a) any losses recoverable under homeowners insurance, or manufacturers, original builder, contractors, extended warranty and/or home warranty programs; b) performance of routine maintenance, occurrences which result from failure to perform such maintenance, (including maintenance noted in report) or the negligent misuse of the covered element or component; and c) re-occurrence of a settled claim condition.

This document recites all of the coverage provided by this guarantee and any coverage not specifically recited is specifically excluded. American Real Estate Inspection specifically excludes any liability for bodily injury, property damage, consequential or secondary damage or other conditions resulting from the failure or malfunction of the covered elements or components. American Real Estate Inspection additionally disclaims any liability for the adequacy of capacity or design of any component or element or its failure to comply with any local, state or national code. Additionally disclaimed are: damages caused by loss of power, termites or other insects, dry rot, condensation, floods, surface water, waves or tidal waves, nuclear or air contamination, shifting or settling of land, strikes, wars, acts of aggression and/or acts of God.

In the event of a dispute between the client and American Real Estate Inspection as to American Real Estate Inspection's liability under this Guarantee, such dispute will be presented at the clients' expense (including American Real Estate Inspection's response fee) to a local certified arbitrator for resolution.