

AGENT'S VISUAL INSPECTION CHECKLIST

This is a form created by the San Diego Association of REALTORS® and as such is not covered by the C.A.R. User Protection Agreement. This form is intended for use primarily in the San Diego County area.

This checklist is intended to help Agent conduct a reasonably competent and diligent visual inspection of the reasonably and normally accessible areas of the property, which is required by Civil Code Section 2079 et seq. This form is not required by statute, but is designed to aid Agent in conducting the inspection. Observations and comments noted below, including problems or potential problems, should be disclosed to the buyer in conjunction with the delivery of the Transfer Disclosure Statement (TDS). The following items are intended as examples only.

Property Address: _____

Date of Inspection: _____ Time: _____ Weather Conditions: _____

Parties Present During Inspection: _____

Agent Completing Inspection: _____

EXTERIOR VISUAL INSPECTION OF ACCESSIBLE AREAS

(Check each box where you inspected. Note comments to the right, if any.)

SUBJECT

COMMENTS (not an evaluation)

The examples below are not all-inclusive.

- | | |
|---|----------------|
| <input type="checkbox"/> 1. ROOF: e.g., missing, cracked or damaged shingles or tiles. | _____
_____ |
| <input type="checkbox"/> 2. SIDEWALKS/DRIVEWAYS: e.g. cracks, uneven, tilted. | _____
_____ |
| <input type="checkbox"/> 3. STEPS/STAIRS: e.g., broken, uneven, loose steps or missing railings. | _____
_____ |
| <input type="checkbox"/> 4. DECKS/PATIOS: e.g., cracked slabs, sloping toward house, pulling away from house. | _____
_____ |
| <input type="checkbox"/> 5. STRUCTURE: e.g., signs of room addition or modification. | _____
_____ |
| <input type="checkbox"/> 6. FOUNDATION/SLAB: e.g., cracks. | _____
_____ |
| <input type="checkbox"/> 7. CHIMNEY: e.g., cracks, separation from wall. | _____
_____ |
| <input type="checkbox"/> 8. STUCCO OR SIDING: e.g., cracks, patches or seams. | _____
_____ |
| <input type="checkbox"/> 9. LANDSCAPING: e.g., soil erosion, drainage, hillside instability, bowed or cracked retaining walls, leaning or rotted fences. | _____
_____ |
| <input type="checkbox"/> 10. DOORS/WINDOWS: e.g., distorted frames, cracked glass. | _____
_____ |
| <input type="checkbox"/> 11. SWIMMING POOL/SPA: e.g., cracks, missing tiles, loose or separated coping/decking. | _____
_____ |
| <input type="checkbox"/> 12. GARAGE: e.g., stains, floor slab cracked or separated from adjacent foundation. | _____
_____ |

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 3 pages.

Buyer's Initials (_____) (_____) Date: _____ Seller's Initials (_____) (_____) Date: _____

THIS DOCUMENT IS FOR USE IN SIMPLE TRANSACTIONS AND NO REPRESENTATION OR WARRANTY IS MADE TO THE VALIDITY OR ADEQUACY OF ANY OF ITS PROVISIONS IN ANY TRANSACTION.

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OFFICE USE ONLY

Reviewed by Broker or Designee: _____
 Date: _____

Property Address: _____

LIMITATIONS ON VISUAL INSPECTION

A. On-Site Inspection Limitations. This Agent’s Visual Inspection Checklist together with any written comments is based upon a reasonably competent and diligent visual inspection of the readily visible and reasonably accessible areas on the Property. Specifically, it should be noted that the real estate agent (hereafter called “Agent”) **does NOT inspect or evaluate** the following:

- A.1. **Roof.** Agent does **NOT** climb onto roofs or into attics and cannot guarantee that the roof is watertight.
- A.2. **Floor and Foundation.** Agent does **NOT** lift up floor coverings (including rugs), nor move furniture, nor inspect into closets.
- A.3. **Exterior.** Agent does **NOT** inspect behind plants or bushes, nor climb onto hillsides nor inspect underneath houses.
- A.4. **Home Systems.** Agent does **NOT** test the various systems of the Property including, but not limited to, the electrical systems, plumbing systems, heating and cooling systems, fireplace/chimney function, smoke detectors, septic and sewer systems, well systems, sprinkler systems, pool and spa systems, security systems, telephone/ communication systems and appliances.
- A.5. **Permits, Zoning, Code Compliance.** Agent does **NOT** check for permits, code compliance, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available through appropriate governmental agencies and private information providers. Agents are not qualified to obtain, review or interpret any such information.)
- A.6. **Square Footage.** Square footage of a home is an approximation only and may be inaccurate. Agent does **NOT** measure nor verify square footage of a home.
- A.7. **Boundaries, etc.** Agent does **NOT** identify boundary lines, easements, encroachments or fence locations.
- A.8. **Drainage.** Agent does **NOT** perform drainage analyses of the Property.
- A.9. **Environmental Hazards and Mold.** Agent does **NOT** separately investigate for environmental hazards such as asbestos, lead, radon, formaldehyde, dumping of controlled substances, or mold.
- A.10. **Other Applicable Limitation(s)** _____

B. Off-Site Inspection Limitations. The Agent’s Visual Inspection does **NOT** include inspections of areas that are off the site of the subject Property or public records or permits concerning the title or use of the Property (Civil Code, Sec 2079.3). In the case of planned unit developments, Agent does not inspect common area conditions (Civil Code, Sec 2079.3). Specifically, but not necessarily limited to, it should be noted that Agent **does NOT obtain or evaluate** the following:

- B.1. Building permits (as defined in Item A.5., above).
- B.2. Building code compliance or violations on record.
- B.3. Zoning designations, land use restrictions or suitability for improvements or further development.
- B.4. Future Development, Proposed Construction. Agent does not review development plans in surrounding area, including but not limited to planned commercial and industrial construction, new buildings, streets, trees and vegetation.
- B.5. Private roads, easements and related agreements.
- B.6. Septic, sewer or well system permits.
- B.7. Environmental Hazards and Mold. Agent does **NOT** separately investigate for environmental hazards such as asbestos, lead, radon, formaldehyde, dumping of controlled substances, or mold.
- B.8. Proximity to existing or proposed airports, railways, freeways, toxic waste sites or high-tension power lines, or proximity to other considerations.
- B.9. Crime statistics and related matters.
- B.10. School locations, attendance areas or statistics, or availability of other public services.
- B.11. Neighborhood, cultural and religious concerns.
- B.12. Domestic or wild animal concerns.
- B.13. Homeowner Association Documents. These documents are typically provided through the escrow company and contain important information relating to the costs and restrictions on ownership and potential lawsuits. Buyer should read them carefully.
- B.14. Other Applicable Limitation(s) _____

C. Verifications. Agent **HAS NOT** and **WILL NOT** verify the representations made by others in connection with the transfer of the Property. **Buyer(s) is strongly urged to make his/her own inspection of the Property and to consult with qualified professionals to assist with recommended or desired inspections or evaluations.** Buyer(s) is strongly urged to ask questions of Seller(s), of neighbors, or of other appropriate and qualified persons relating to matters that are of interest or concern to Buyer(s).

Agent Completing Form _____ By _____ Date _____
(Associate-Licensee or Broker Signature)

Buyer, Seller and Agent acknowledge receipt of copy of this document, consisting of 3 pages.

Buyer _____ Date _____ Seller _____ Date _____

Buyer _____ Date _____ Seller _____ Date _____

Agent Receiving Form _____ By _____ Date _____
(Associate-Licensee or Broker Signature)

OFFICE USE ONLY
Reviewed by Broker or Designee: _____
Date: _____