



Inspector Member

100-Day Inspection Certificate



**Heating
Roof Covering
Structure
Sump Pump**

**Air Conditioning
Electrical
Hot Water Source
Plumbing**

**Garage Door Opener
Jetted bathtub
Kitchen Appliances**

Included with Every Inspection

I. One Hundred-Day Limit / \$1,000.00 Limit: This 100-day limited inspection certificate is effective from the date of the home inspection for period of 100 days. The date of the inspection is the first day of the 100-day period. If closing occurs after the expiration of the one 100-day period, the certificate will extend twenty-one (21) days following the closing, provided that the closing takes place within 121 days of the inspection. Notification of a problem or complaint must be received by the inspector or MISA on or before the expiration of the 100-day period (or, if applicable, the 21-day period following the closing) or the certificate is no longer valid. The maximum liability, in the aggregate, for any and all claims submitted pursuant to the terms and conditions of this certificate for any and all included appliances, systems and components shall not exceed \$1,000.00.

II. Mechanical Failure: "Mechanical failure" occurs when an item becomes inoperable or unable to perform its designed function. Mechanical failure is not included if it is due to: conditions that existed prior to the inspection date; lack of routine maintenance and care; misuse; and rust and/or corrosion. This certificate describes those items (appliances, systems or components) listed as being included. The lists of items in the following sections titled "Examples of items/conditions not included" are not meant to be all-inclusive and are provided for example and illustration. They do not limit the right to decline support for items not on the lists. The items shall be pro-rated according to the age and condition of the item at the time of the inspection. On behalf of the inspector, MISA will make a determination of the amount of the cost of repair or replacement; a determination of the operating condition and the nature of any failure or inoperability; and a determination of validity for any complaint.

III. Kitchen Appliances: **Description of items included:** An installed and permanent appliance in the primary kitchen limited to the range/stove/cook-top, oven, garbage disposal, exhaust fan unit located above the range, and built-in dishwasher. On the day of the inspection, the item must be visually observable and readily accessible; inspected by the inspector; not reported in need of correction, repair, or improvement; not reported in need of monitoring or further evaluation; not reported with any deficiency; not older than ten (10) years of age; not approaching, near, or at the end of its service life expectancy. **Examples of items/conditions not included:** Commercial, high-end, or professional grade appliances; clothes washer and dryer; refrigerator; freezer; cooler; trash compactor; damage to cookware; doors; door seals and glass; filters and screens; food spoilage; ice makers; ice and liquid dispensers; water supply lines; knobs and handles; light bulbs and fixtures; locks and handles; cabinetry and panels; racks; rollers; rooftop or through-wall exhaust units; timers and clocks; self cleaning feature; any appliance 10 years of age or older.

IV. Systems and Components: The item included must be an installed and permanent system or component of the home. On the day of the inspection, the item must be within the scope of a home inspection as defined by the Standards of Practice to which the inspection was performed: visually observable and readily accessible; inspected by the inspector; turned on or activated; not reported in need of correction, repair, or improvement; not reported in need of monitoring or further evaluation; not reported with any deficiency; not older than fifteen (15) years of age; not approaching, near, or at the end of its service life expectancy.

1. Roof Covering: **Description of items included:** The standard materials that make up the roof covering that are in need of repair or replacement to correct a water leak; flashing around sewer vent pipes; flashing at chimney; flashing at wall-to-roof intersection. The roof system must be inspected at the time of the inspection. **Examples of items/conditions not included:** Replacement of the entire roof covering; sheathing or deck boards under the roof covering; tar or felt paper; drip edge material;

structural components damaged by excessive roof covering weight; any roof covering material that is 15 years of age or older.

2. Primary Central Air Conditioning (Cooling) System: **Description of items included:** Standard mechanical parts and components of one (1) centrally ducted air conditioning system. One system with maximum capacity of five tons, and designed for residential application. The system must be turned on and activated during the home inspection. If the outside temperature or weather restricts the inspection, then the system is not included. **Examples of items/conditions not included:** Systems not turned on; wall units; window units; condensate drain pans, pumps, and lines; asbestos insulated ductwork or piping; embedded, encased, or inaccessible ductwork; duct cleaning; dampers; air or fuel filters; fossil fuel control systems; energy management systems; geothermal or water source systems and components, including wells, pumps, coils and piping; heat recovery units; humidifiers; refrigerant gas lines internal and external of the equipment; gas or water filters; maintenance and cleaning; panels and cabinetry; registers, grills, diffusers; structural components; water pumps; valves and lines external of the equipment; water cooling towers; gas or chilled water systems; any noise without a related mechanical failure; any air conditioning system that is 15 years of age or older.

3. Primary Central Heating System: **Description of items included:** Standard mechanical parts and components of one system, either hot-water/steam heating system or centrally ducted forced-air heat pump/electric/gas-fired/oil-fired heating system. Electric baseboard units are included, if they are the primary source of heating the property. The system must be turned on and activated during the home inspection. If the outside temperature or weather restricts the inspection, then the system is not included. **Examples of items/conditions not included:** Chimneys, flues, and liners; condensate drain pans, pumps, and lines; asbestos insulated ductwork or piping; inaccessible water/steam pipes; embedded encased or inaccessible ductwork; duct cleaning; dampers; air filters; fuel control systems; energy management systems; geothermal or water source systems and components, including wells, pumps, coils, and piping; heat/air recovery units; humidifiers; refrigerant gas lines external of the equipment; panels and cabinetry; registers, grills, diffusers; structural components; water pumps; valves and lines internal and external of the equipment; fuel storage tanks, lines, and filters; fuel filters; individual space heaters; secondary units; free-standing or portable heating units; maintenance and cleaning; pressure regulators; radiant heating systems in walls, floors, or ceilings; any noise without a related mechanical failure; solar heating systems; gas log systems, including gas lines and valves; fossil or solid fuel burning or gas burning stoves, fireplaces, inserts and units; wall units; window units; any heating system that is 15 years of age or older.

4. Plumbing System: **Description of items included:** Standard mechanical parts and components of the following items that are located within the perimeter of the main foundation and outer load-bearing walls: water valves; shower and tub valves; toilets; leaks at water supply pipes and leaks at drain, waste, and vent pipes, except those caused by plumbing stoppages/blockages. All fixtures, including but not limited to tubs, showers, sinks, faucets, and toilets, must be inspected and turned on with running water and then drained during the home inspection. **Examples of items/conditions not included:** All plumbing in or under the ground, foundation, floor, or concrete slab; inaccessible plumbing; all piping and plumbing outside the perimeter of the foundation and outer load-bearing walls; any piping or plumbing related to detached structures; geothermal or water source systems and components, including wells, pumps, coils, and piping; bath tubs; bidets; caulking or grout; embedded plumbing; conditions of insufficient or excessive water pressure; conditions of water flow restriction due to scale, rust, minerals and other deposits; holding or pressure tanks; pressure regulators; plumbing stoppages/clogs/blockages;

conditions, leaks, or breaks causing or caused by plumbing stoppages/clogs/blockages; exterior hose bibs; faucets; freeze damage; jet pumps; laundry tubs; lawn sprinkler systems; repair and finish of any walls, floors, or ceilings; septic systems on-site tanks and components; sewage ejector or grinder pump systems; gray water drainage or pump systems; sewer, water, and gas laterals; shower enclosures and base pans; shower heads; sinks; sink cabinetry; solar systems; toilet tank lids and seats; water damage; any noise without a related mechanical failure; color or quality of the water; water filters; water purification systems; water softeners; private wells, pumps, lines and related components; polybutylene plumbing; whirlpools, spas, saunas, hot tubs, and their plumbing and mechanical components; swimming pools and related structures, components, and systems; gas pipes or lines; gas leaks; replacement of gas pipes, lines, valves, or components.

5. Hot Water Source System: Description of items included: Standard mechanical parts and components of one hot water source (water heater), including electric or fuel-fired water heater tank, tankless water heater, and domestic coil of a boiler. The hot water source must be turned on and producing hot water during the home inspection. **Examples of items/conditions not included:** Solar and heat recovery units; auxiliary and secondary holding/storage tanks; geothermal or water source systems and components, including wells, pumps, coils, and piping; base pans; color or quality of the water; flues; vent pipes; insulation; any noise without a related mechanical failure; point of service and/or instant hot water dispensers; racks; straps; timers; meters; sediment build-up; conditions of insufficient or excessive water pressure; conditions of water flow restriction due to scale, rust, minerals and other deposits; domestic coil unit separate from a boiler system; boiler mates; secondary tanks; any hot water source that is 10 years of age or older.

6. Electrical System: Description of items included: Standard mechanical parts or components located within the perimeter of the main foundation and outer load-bearing walls, including standard light switches, main breaker panel/box, and wall receptacles. A representative number of wall receptacles, lights, and switches must be inspected. The electricity and supply at the entire property must be turned on and fully operable and active during the inspection. **Examples of items/conditions not included:** Attic, bathroom, and/or whole house exhaust/ventilation fans; direct current (DC) wiring and systems; back-up power systems; door bells and chimes; exterior wiring and components; any wiring or components servicing a detached structure; exhaust fans; fire, smoke, or carbon monoxide alarm and/or detection systems and batteries; intercom or speaker systems; lighting fixtures; surge protectors; load control devices; low voltage systems; service entrance cables; telephone systems; timers; touch pad components; transmitters and remote controls; utility meter base pans; wall and ceiling fans; knob & tube wiring; aluminum branch circuit wiring. Failures, damage, and conditions caused by incorrect, improper, or inadequate wiring installation, wiring capacity, circuit overload, power failure/shortage or surge, and corrosion caused by moisture are not included.

7. Garage Door Opener: Description of items included: Standard mechanical parts and components of a single primary unit as follows: drive trains, motor, receiver, relays, switches and sensors. The garage door opener must be activated and inspected during the home inspection. **Examples of items/conditions not included:** Batteries; damage caused by door malfunctions; all door parts including door panels, tracks, rollers, hinges, cables and springs; lights; touch pads/buttons; transmitters and remote controls; electrical supply wiring; any opener that is 10 years of age or older.

8. Sump Pump: Description of items included: Standard mechanical parts and components of the pump assembly located within the perimeter of the main foundation and outer load-bearing walls. The pump system must be installed and inspected during the home inspection. **Examples of items/conditions not included:** Any unit located outside the property or inside window wells; any unit not professionally or adequately installed; back-up power units; sump buckets or containers; underground piping; pumps not professionally installed to code or standard.

9. Jetted Bathtub: Description of items included: Mechanical parts and components of the bathtub as follows: accessible electrical controls; accessible plumbing lines; primary circulating pump and motor; drain pipes; gaskets; jets. The tub must be filled and the jets turned on during the inspection. **Examples of items/conditions not included:** Bathtub shell itself; caulking and grout; conditions of water flow restriction due to scale, rust, minerals and other deposits; failures due to dry operation of equipment; gaining access to electrical and plumbing parts; tiles and marble; tub enclosure.

10. Structure System: Description of items included: Standard parts and components as follows: Load-bearing components of the home which are the foundation system, beams, girders, lintels, columns, floor joists, plates, roof framing rafters and trusses that were readily visible and inspected during the inspection; sections of the poured concrete and concrete block foundations that were readily visible and inspected during the inspection are included. **Examples of items/conditions not included:** Foundations other than poured concrete and concrete block; defects caused by settlement or movement of the structure; any and all parts of the foundation and load-bearing components not readily visible during the home inspection; footings; defects, failure, problems caused by hydrostatic pressure or other forces coming from the ground outside the foundation exterior surface; exterior drainage systems; grading of soil or the ground outside; damage caused by wood-destroying insect infestation; non-load bearing components; wall coverings; plaster, lath, drywall; flooring and sub-flooring material; brick, stucco, stone or veneer; any type of exterior siding material, including wood, vinyl, EIFS, and stucco; trim and finish boards; basement, crawlspace, and garage concrete floor slabs; interior concrete floor slabs; concrete cracks or scaling.

V. General Exclusions and Limitations:

1. This certificate lists items and conditions related to the mechanical failure of only those appliances, systems, and components listed as being included. This certificate does not include any items not specifically listed as being included.
2. This certificate shall not include any items if they are determined to be defective by the Consumer Product Safety Commission or the manufacturer.

3. This certificate does not include failures that may result from causes other than ordinary wear and tear, including but not limited to: improper installation; lightning strikes; missing parts; animal, pet, or pest damage; power failure; power surge; fire; acts of God or Nature; flood; freeze damage; water damage; or the tortious or criminal acts of others.

4. This certificate does not include failures, damage, or conditions resulting from or caused by mold, mildew, mycotoxins, fungus, bacteria, virus, condensation, water, water leaks, water penetration, moisture, wet or dry rot regardless of the source, origin, or location and any other cause or condition contributing concurrently or in any sequence to the mechanical failure.

5. This certificate does not include upgrading or making modifications or improvements.

6. This certificate does not include costs associated with construction, carpentry, or other modifications made necessary by the repair or replacement of existing equipment or installing equipment. This certificate does not include cosmetic repairs.

7. This certificate does not include the removal and disposal of old appliances, systems, or components.

8. This certificate does not include appliances, systems, or components deemed as commercial-grade or not standard grade.

9. This certificate does not include asbestos insulation.

10. This certificate does not include any secondary, incidental, consequential, special and/or punitive damages that result from or was caused by a failure, defect, or problem.

11. This certificate does not include repairs or replacements of any item covered by insurance, warranties, or guarantees.

12. This certificate does not include insulation in the attic, walls, ceilings, or floors. This certificate does not include the absence, presence, inadequate thickness, or improper installation of insulation.

13. This certificate does not include systems or components that are beyond the scope of a home inspection according to the Standards of Practice to which the inspection was performed. The Standards of Practice should be clearly identified in the home inspection report.

14. This certificate does not include auxiliary or detached structures, and all systems and components related to those structures; playground structures and equipment; landscaping structures, ponds, and water pools; and swimming pools and related systems and components.

15. This certificate does not include water penetration or moisture infiltration into the structure, including flooding, water leaks, and roof leaks.

16. This certificate does not include any property damaged resulting from or caused by water or moisture.

17. This certificate does not include potentially hazardous plants or animals including, but not limited to, rodents, vermin, wood-destroying insects, wood destroying organisms or diseases harmful to humans including molds or mold-like substances.

18. This certificate does not include the presence of any environmental hazards including, but not limited to, asbestos, radon, lead, toxins, carcinogens, noise, and contaminants in paint, soil, water, air, and building material.

19. This certificate does not include the removal, repair, or replacement of walls, ceiling, flooring, roof covering, or masonry in order to repair or correct.

20. This certificate does not include improvements, modifications, upgrades and bringing-up to code, rule, or regulation.

21. This certificate does not include damages or conditions caused by violations of code or building standards, whether federal, state, or local.

22. This certificate does not include regular maintenance, service, and care of systems, components, and appliances. This certificate does not include conditions, damage, failure, or inoperability caused by or resulting from lack of regular maintenance, service, and care. This certificate does not include conditions that existed prior to the inspection date; lack of routine maintenance and care; misuse; and rust and/or corrosion.

23. This certificate does not include interior flues of chimneys, stoves, or fireplaces.

24. This certificate does not include failure caused by rust, corrosion, or moisture.

25. This certificate does not include improvement or correction of the soil or ground, or grading.

VI. Property Eligibility: A single-family residence, including condominium or townhouse used solely for residential purposes is eligible. Two-unit multi-family property (duplex) owned and operated as a residential, income-producing property is eligible. Multi-family residential income property of more than two units is not eligible. Any dwelling used in whole or in part for commercial purposes will not be eligible. Mobile homes are not eligible. Homes listed in any historical register are not eligible. Common area items shared by other non-inspected units are not eligible.

VII. Limitations for the Inspector

26. Under any and all circumstances, the maximum liability, in the aggregate, for any and all problems submitted per term of this certificate for any and all listed/included appliances, systems and components shall not exceed \$1,000.

27. The maximum liability, in the aggregate, for any and all claims submitted per term of this certificate for any and all listed/included appliances in the primary kitchen shall not exceed \$200.

28. The maximum liability, in the aggregate, for any and all claims submitted per term of this certificate for any and all listed/included items of the roof covering system and structure system shall not exceed \$400.

29. The maximum liability, in the aggregate, for any and all claims submitted per term of this certificate for any and all listed/included items of the air conditioning and heating systems shall not exceed \$400.

30. The maximum liability, in the aggregate, for any and all claims submitted per term of this certificate for any and all listed/included items of the electrical system, garage door opener system, sump pump system, and jetted bathtub system shall not exceed \$400.

31. The maximum liability, in the aggregate, for any and all claims submitted per term of this certificate for any and all listed/included items of the plumbing system and hot water source system shall not exceed \$250.

VIII. Informing Mountain Association with a Problem Experienced

32. As you know, a home inspector is not an expert but a generalist. A home inspector inspects a home and reports the home's condition as it was at the time of the inspection. That is the main responsibility of a home inspector. A home inspection does not include predictions of future events. Future events (such as roof leaks, water intrusion, plumbing drips and heating failures) are not within the scope of a home inspection and are therefore not the responsibility of the home inspector. However, in the case where a complaint is unavoidable, this certificate intends to set certain terms, limitations and conditions of liability.

33. For assistance with a problem being experienced related to a home inspection:

For assistance with a problem you might be experiencing with your inspection, office@mountainassociation.org. Include with your email the inspection date, property address, inspector's name, and the details of the problem. We'll notify the inspector. Then, please mail the following information to us.

Please mail (or email) to Mountain the following information:

- incident report form (completed by the homeowner);
- contractor's form (completed by a professional contractor);
- satisfaction survey (completed by the homeowner).
- the home inspection report; and
- the inspection agreement.

Those forms and survey can be found at www.mountainassociation.org/homebuyers.

Mountain Association
1630 30th St, STE A, #306
Boulder, CO 80301 USA
office@mountainassociation.org

34. If you fail to notify the inspector or MISA of a problem or condition prior to the expiration of the 100-day term of this certificate during which the problem/condition occurred (or, if applicable, the 21-day period following the closing), the certificate is not valid and resolution is not available.

35. On behalf of the inspector, MISA will make a determination of the amount of the cost of repair or replacement; a determination of the operating condition and the nature of any mechanical failure or inoperability; a determination of the validity for any complaint; and limitation of liability.

IX. Other Legal Provisions

36. The reader of this certificate understands and agrees that MISA does not sell or provide directly or indirectly any type of insurance or home warranties to the general public, including the clients of the Inspector.

37. The exclusive venue for any legal action by any person or entity against MISA, its directors, officers, shareholders, agents, or employees arising out of this certificate or the facts and circumstances surrounding it shall be in the District Court of Boulder County, Colorado. If MISA substantially prevails in any such action, the other party shall pay MISA's reasonable attorneys fees and costs.

38. This 100-day inspection certificate is non-assignable. This 100-day inspection certificate is not transferrable.

39. This certificate may not be modified, except in a writing signed by an authorized officer of MISA.

40. This certificate correctly sets forth the final and entire terms and it is intended as a complete and exclusive statement of the terms of the inspection certificate. Any prior communications between MISA and inspector and/or the homeowner are merged into this certificate.

41. Inspector is not authorized to alter the terms of this certificate.

42. The fact that MISA drafted this certificate should not be considered in determining the intent with regard to any term a court finds to be ambiguous.

43. Actions against MISA under this certificate may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S., and a party to such a contract may have a right of civil action under such laws, including obtaining the recourse or penalties specified in such laws. Any person attempting to assert a claim against MISA pursuant to similar laws in other states may do so only in an action in the District Court for Boulder County, Colorado.

44. To the fullest extent permitted by law this certificate shall be governed by the laws of the State of Colorado.

45. All of the terms of this certificate are binding on the Inspector.

46. In any legal action of any kind by any person or entity against MISA arising out of this certificate, the maximum liability in the aggregate shall not exceed US\$1,000.00. In no event shall MISA be liable to Inspector, Inspector's client, or any other person for consequential or incidental damages of any kind whatsoever, regardless of the legal theory or theories relied upon.