



CREIA INSPECTOR Magazine

A PUBLICATION OF THE CALIFORNIA REAL ESTATE INSPECTION ASSOCIATION

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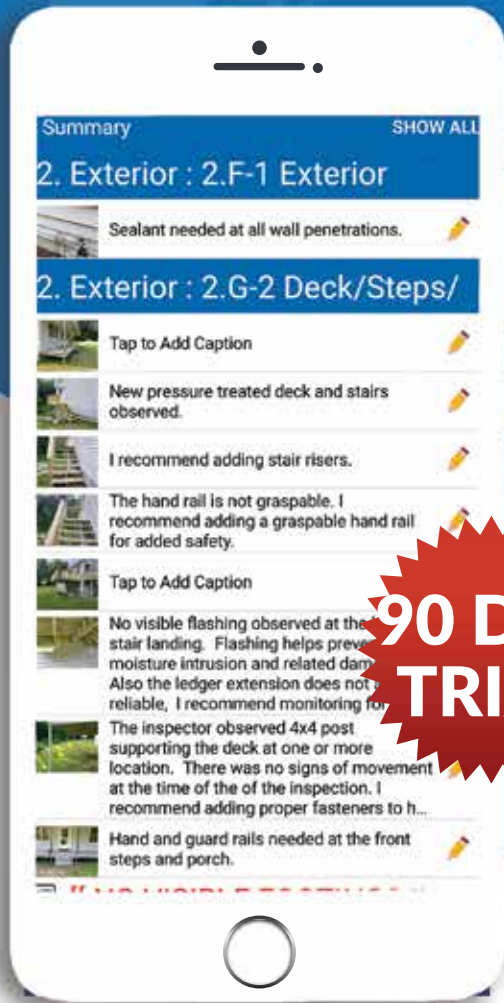


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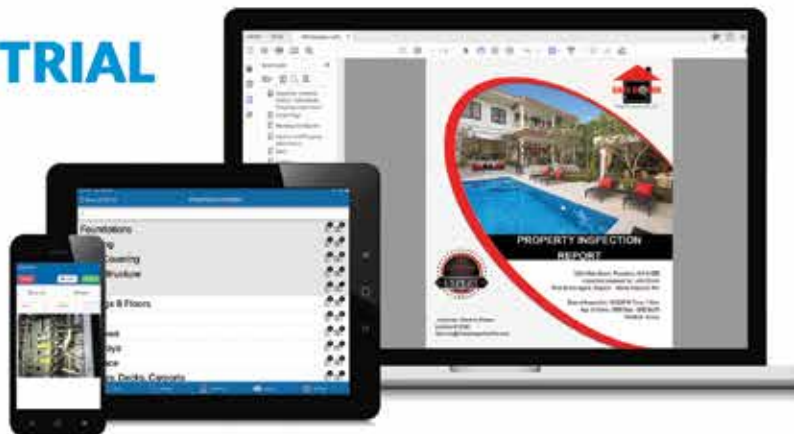
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CREIA INSPECTOR Magazine

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VISION

To protect lives, health,
and investments

MISSION

The California Real Estate
Inspection Association
promotes excellence in the real
estate inspection profession
and is committed in supporting
every member in achieving the
highest level of expertise in the
industry.

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CREIA

The California Real Estate Inspection Association (CREIA) is a non-profit association dedicated to using all its resources for the benefit of members and the home buying public they serve. CREIA is an association of members for members, founded on the principle that joining and working together can avail much more to advance the home inspection profession and protect the public than could possibly be accomplished individually.

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Unsurpassed testing; Unmatched training and education requirements; Industry leading performance Standards of Practice and Code of Ethics – That's why California Law specifically mentions CREIA as an industry benchmark.

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CHAIRMAN'S MESSAGE

BY KEITH VREEKEN, CCI, CHAIRMAN OF THE BOARD

CREIA Inspectors and Associates:

It is my honor to serve as your Chairman for 2021-2022. We are working hard to advance CREIA initiatives and provide more member services than ever. I would greatly appreciate any and all feedback as well as opinions on what you all would like to see get implemented. I know we may not be able to incorporate all the good ideas as I only have but one year to give as CREIA Chair, to quote Patriot Nathan Hale, sort of.

Here are some of my goals I have set for the 21-22 year. I look forward to working with each and every one of you this year. I think we can continue to create a great education experience for our members and be the leaders in the California inspection industry.

- Continue to build and define chapters
- Increase membership through better retention of Associates
- Create and implement the CREIA+ education Mini-Conference program
- Redefine and promote the "What can CREIA do for you?" initiative

"WHAT CREIA CAN DO FOR YOU" INITIATIVE

- Partner up with a marketing firm to help our members create a positive image, through website building, business cards, marketing materials and consulting.
- Partner up with an E&O insurance company to offer CREIA inspectors a discount if they use the CREIA contract as written
- Offer a business mentoring program to new inspectors. Create a business mentoring group to build a business network with video sessions and a group which a new inspector can ask questions.

- Offer legal assistance for inspectors for when an inspector gets a client complaint or demand prior to filing a claim with their insurance company.

PROPOSED CREIA EDUCATION

We have begun the State Virtual Chapter meetings to give members an alternate way of getting your education. The first one started with Dominic Maricic on how to use social media to enhance your business and presence in the marketplace.

If you missed it, you can still view the recording; and if you already watched the session you can watch again at no cost. Visit the CREIA LMS platform here: <https://creia.mclms.net/> where you can find other courses, many of which are free.

For Dominic's recorded session, register here: <https://creia.memberclicks.net/virtual-state-chapter-meeting-recordings#/> (if not previously registered/attended)

Attendees Earn 1 CEC
CREIA Members: \$10
Non-Members: \$15

The next Virtual Chapter Meeting is going to be great! It is: "How to Better Assess your Business Income and Expenses in Order to Maximize your Profits." It will be on Saturday, November 13 with Brian Hannigan.

If you have any questions, please feel free to call my cell phone at 805.440.5050

Thank you,



Keith Vreeken, MCI, FCI
Chairman of the Board

CONGRATULATIONS TO CREIA RETIRING MEMBERS!

Steve John

Fred Schneider

Ray Cliff Sims

A MESSAGE FROM THE EXECUTIVE DIRECTOR

Happy Fall y'all!

With the housing market being so robust, it appears that inspectors have been busier than ever. With that and perhaps, some people re-thinking their careers, CREIA has a bunch of new Associate members. We have lots of people that can help to guide your through your path to certification. Most notably, the NHIE prep classes every Wednesday. Go here to review the many classes CREIA now has available: <https://creia.mclms.net/>

Navigate to **Course list** at the top left of the page and all the courses will populate below. Then select Filter by in the middle of the page to filter by topic or conference.



During the pandemic, CREIA added many new virtual courses to the LMS and many are free.

If you need assistance and guidance as you seek certification, reach out to us at the CREIA office. We will help with arranging Ride-a-Longs, report reviews or mentoring with a CCI/MCI, scheduling the CREIA SOP/Ethics exam or answering your questions. Email memberservices@creia.org for assistance.

We will be unveiling soon new member benefits to assist all CREIA members in marketing and growing your business through social media. Keep your eye out for the announcement for these packages!



Michele Blair

Michele Blair

Executive Director

Michele Blair serves as the Executive Director of CREIA effective August of 2018. For 30 years, Ms. Blair has worked as an advocate and policy expert, working with elected officials, private companies, and non-profit organizations. She has developed and implemented strategic plans, government relations, communications programs, community outreach, media relations, and fundraising initiatives. Ms. Blair graduated from the University of Maryland with a B.A. in Economics.

WELCOME TO OUR NEW MEMBERS!

New CREIA Associate Members

Leonard Aranda
Bryan Birmingham
Tom Bokmuller
Kyle Caruana
Mike Erwin
Colin Flaherty
Jordan Fredin

Shawn Gray
Robert Guthrie
Darren Holland
Calvin Huckabee
Nechelle Kennedy
Joshua Lamb
Larry McCroskey
Dominic Mena Jr
Jeffrey Mennies
Tristan Mermin

Darric Merrell
Nicholas Moran
Nick Motil
Khosrow Ravandi
Eric Reece
Corrinne Rickenbacker
Jared Sapp
Nathan Schmidt
Abraham Segovia
Keith Seiber

Bahman Shakoorian
Allen Walker
Andre Wallace
Wen Wang
Bradley Wassenaar
Juan Waterman
Ashely Weinberg
Daren Winters

NEW Certified Inspector Members

Rebecca Castro
Jason Kulinski
Dylan Linnenkamp
Carlos Pasillas

GUNNAR'S CORNER: COMMUNICATING WITH AGENTS

BY GUNNAR ALQUIST, CCI

Home inspectors often have a love/hate relationship with real estate agents. On one hand, many of us get referrals from agents. But we do not want to be beholden to them nor obligated to write reports that they find acceptable. We have our responsibility to our clients.

I have spoken with inspectors who refuse to converse with agents at all. As I do not know the specifics as to why they have made this decision, it's difficult for me to judge. It isn't the way I choose to work. In my experience, the agent often has valid questions and comments that the client may not think of.

One of the most common complaints (in the case of a "buyer's inspection") that I hear from inspectors is that the agent is trying to undermine or contradict information being told to the client, particularly using the "dreaded term." While this may well be the situation part of the time, I see another possibility. But, it does require trying to look at things from the agents' point of view.

First off, agents have been hired by their clients to help sell or purchase real estate. This is the first expectation and goal. The seller wants to sell and the buyer wants to purchase. Each agent has a fiduciary responsibility to the client. Part of this responsibility is to guide the client through a complex and time-consuming process in order to complete the transaction. Yes, they want to "close the deal." That is a large part of this fiduciary responsibility. At this point, I won't get into the gray areas and lines that get crossed.

However, one significant obstacle that an agent needs to navigate as a part of this whole mess is managing the

expectations of their client. They have this in common with home inspectors. In our case, some clients seem to believe that we are related to Clark Kent and can see through walls in order to find everything that is wrong with the home. We all know that isn't happening. Well, agents have to manage as well. Have you ever heard a buyer state that everything will have to be corrected by the seller before they will purchase the house? In a sellers' market - that is likely to be unrealistic. If the buyer wants to "win," the transaction will probably not close.

Let's examine that ubiquitous agent statement that seems to set inspectors' teeth-a-grinding... "Oh, but that's grandfathered."

Many inspectors see that as an attempt to minimize the information that is being communicated. I have spoken to inspectors who claim to have gotten into pissing matches with agents and announce "Safety is NEVER grandfathered!" Well... ok, that is true, but is the agent intending to tell the client that the problem is nothing to be worried about - or could there be another message? Remember, agents need to manage expectations.

There are many things that can reasonably be expected for the seller to correct. If the furnace is inoperable or unsafe (for example), requesting a safe and operational furnace is reasonable. I have never heard an agent say "Oh, flame-belching furnaces are grandfathered." Requesting corrections would likely be reasonable for other conditions like inoperable appliances, plumbing leaks, or a dead roof.

But, is it reasonable to expect a seller to replace an old guard because it predates

the 4" sphere rule? Yes it's a safety issue, but the building code at the time allowed greater spacing. How about bedroom windowsills higher than 44", two-slot-ungrounded receptacle outlets in a 1952 home, or smoke alarms in every bedroom in a 1974 home? Taking this out of real estate and into the car world, if someone is purchasing a classic 1962 "bubble-top" Bel-Air - would it be reasonable to expect antilock brakes, airbags, and shoulder-strap seatbelts?

So, why do agents use the "grandfathered" comment? I have spoken with a few agents about this very subject and, we go back to managing expectations. Unfortunately, that term does have the potential to send the wrong message.

When an agent uses the "dreaded term," I handle it this way. I will explain that (let's use guard spacing as an example) this spacing likely met construction industry standards when the home was built, but it presents a hazard, particularly to small children. It did back then, which is why it has been changed, and it does today. I go on to let them know that I don't know real estate negotiation, but this may not be something that the current owner will be willing to correct. Nonetheless, I do recommend addressing this to safeguard children.

This way I am not arguing with the agent, but I am still getting my message across. Please don't misunderstand me. I am not trying to tell you how to run your business. I just look for ways to keep the peace and antagonize as few folks as I can. I also wanted to have an article published in this magazine.



CREIA LEGISLATIVE UPDATE

BY JERRY DESMOND - LEGISLATIVE ADVOCATE AND DAVID PACE - LEGISLATIVE CHAIRMAN

We now have the outcome on the key measures of interest to CREIA now that the Legislature adjourned the first year of the two-year legislative session on September 10, and the Governor has taken action on the hundreds of measures on his desk prior to an October 10 deadline.

The bills that have not moved forward this year and can be considered when the Legislature returns in January. In addition, the Legislature will introduce over a thousand new bills when it convenes in January.

LICENSURE OF HOME INSPECTORS

AB 1129 [Frazier]

Assembly Member Jim Frazier [D-Brentwood] again introduced legislation to license home inspectors. As introduced in February, AB 1129 would place the following licensing structure into law commencing January 1, 2023:

- A Home Inspectors License Act
- A Bureau of Home Inspectors in the Department of Consumer Affairs

- A position of Chief of the bureau and would require the chief to administer the licensing program for home inspectors
- A Home Inspectors License Fund, financed by fees, fines, and penalties

The measure does not include numerous key provisions CREIA continues to articulate as essential for an effective licensing program for home inspectors. CREIA has advocated in opposition to the measure unless it were to be amended to address and resolve several critical issues.

As the first hearing approached in April in the Assembly Business and Professions Committee approached, and without assurances that the author would include these provisions in the bill, CREIA submitted a formal “oppose unless amended” position letter and advocated our position.

The author withdrew his request that AB 1129 be heard in committee. It therefore has not moved forward this year. However – it can be considered when the Legislature reconvenes in January.

CONTINUED ON PAGE 7

Following is more information on CREIA's concerns and requested amendments to the legislation:

A key component for a licensure program is CREIA's Standards of Practice that have been recognized by the State of California and are considered the source for home inspector standard of care by the real estate and legal communities. The association has established the most rigorous home inspector certification requirements in the state.

CREIA also reiterates and reinforces our position on Assembly Member Frazier's previous measure regarding home inspector licensing, AB 1024 of 2019, as set forth in our position letter dated March 26, 2019:

"CREIA would oppose this measure unless the measure is amended to provide a licensure program with several provisions that are essential to the protection of consumers.

"CREIA has consistently maintained a position in support of a licensure framework that acknowledges the association's certification program as the threshold for practice and is therefore meaningful, robust, and protective of the consumers who hire real estate inspectors to inspect their homes.

"As we have discussed, CREIA is concerned that AB 1024 as introduced proposes the licensure of home inspectors without the specifics that are essential to an effective licensure program."

As CREIA is emphasizing with the author and others, we are concerned that AB 1129 proposes the licensure of home inspectors without the specifics that are essential to an effective licensure program. These details include:

Examination – the measure should require passage of an examination in order to qualify for licensure as a home inspector. The examination should include the following elements:

- *Proctored Certification Examination* – to ensure oversight.
- *Psychometrically Valid Examination* – designed to measure the exam taker's suitability based on personality characteristics and aptitude.
- *NHIE Exam* – that is currently used by CREIA and ASHI for certification.

AB 1129 – does not address examinations.

Education – the measure should include provisions setting forth the specific education necessary to obtain a license. This should be a high school diploma plus 120 hours of specific home inspection training together with a limitation that only 50% of the required hours of training can be

accomplished online. This could be possibly reduced with prior experience.

AB 1129 – would pass the obligation to establish education, equivalency and minimum requirements to a new bureau chief, and would acknowledge the CREIA and National Home Inspector Certification Council requirements as appropriate minimums. In addition, the National Home Inspection Certification Council does not use the building codes that are established and continually updated here in California.

Criminal Background Checks – in order to protect homeowners, the measure should include a requirement that a background check be performed on an individual who applies to become a licensed home inspector.

AB 1129 – does not address background checks.

Licensure Fees – the measure should provide licensure fees that are reasonable and at a level that does not diminish the ability of an individual to be successful in the profession.

AB 1129 – would set forth maximum fees but without any analysis of whether they will be sufficient to cover the costs of establishing, implementing and maintaining the proposed licensure and enforcement program.

Errors and Omissions Insurance – the measure should include a requirement that insurance be maintained by a person licensed as a home inspector. The insurance should at a minimum provide coverage in the amount of \$100,000 per occurrence.

AB 1129 - would pass the obligation to establish insurance to the bureau chief.

Standards of Practice – the measure should specify the standards of practice for individuals licensed as home inspectors. The existing, recognized standards CREIA and ASHI have developed and posted on their websites should be referenced and acknowledged as the standards of practice:

<https://www.creia.org/creia-standards-of-practice>
<https://www.homeinspector.org/Standards-of-Practice>

AB 1129 – would acknowledge CREIA standards of practice but would not clearly refer to those standards throughout the measure.

Continuing education – the measure should include a requirement that individuals licensed as home inspectors obtain at least 30 hours of continuing education on an annual basis. This is the requirement for CREIA membership.

AB 1129 – would pass the obligation to establish education, equivalency and minimum requirements to the bureau chief, and would acknowledge the CREIA and National Home Inspector Certification Council requirements as appropriate minimums.

Grandfathering – the measure should include a provision providing an exemption from the licensure and continuing education requirements for those individuals who have obtained a level of experience prior to the effective date of these requirements. This exemption should apply to an individual who either: [a] has both 5 years of inspection experience and has provided 1,000 fee-paid inspections; or [b] is a certified member of CREIA or a full member of ASHI.

AB 1129 – does not address grandfathering.

There are many other concerns that CREIA believes must be considered and addressed in AB 1129. These include:

- The new Bureau Chief should have more than demonstrated knowledge of the home inspection profession. He or she should also have intimate familiarity with real estate but real knowledge of home inspections.
- It is not clear whether a new Bureau in the Department of Consumer Affairs [DCA] with an empowered bureau chief is a better approach than the Contractors State License Board and a deliberative, transparent process.
- The measure defines a “client” broadly as a person with a direct material interest in the outcome of a home inspection who hires the home inspector. This could be interpreted as including a person who is not a buyer or seller.
- The bill would establish a new definition of home inspector as a natural person, creating the opportunity for a company to claim that its employees are not home inspectors.
- The bill would authorize a home inspection to also include energy efficiency and HERS items but would fail to specify that these services can be requested by the client and are subject to being agreed upon by the home inspector. This provision would be cost prohibitive for the inspector \$13,000+ to become certified and to purchase the necessary equipment. The fees which would need to be charged for the service would be cost prohibitive for the client.
- The bill would subject home inspectors to disciplinary action for failure to adhere to a client request but does not define the term and does not specify that these services can be requested by the client and are subject to being agreed upon by the home inspector.
- The bill would define and require an inspection agreement

but does not authorize a duly authorized representative of a client to sign the agreement and does not specify the standards of practice as those set forth in Section 7197.9.

- The bill would repeal the critical provision of current law that, except to comply with professional standards, a real estate appraiser licensed under Part 3 (commencing with Section 11300) of Division 4, performing a real estate appraisal, shall not engage in the activity of a home inspector performing a house inspection.
- The bill would provide that a willful violation of the licensure requirement would be a felony punishable by a term of imprisonment in a county jail for 16 months, or two or three years.
- The bill would exempt a home inspector from accepted standards of practice if he or she is licensed as a general contractor, structural pest control operator, or architect, or registered as a professional engineer. It is important to examine and determine whether these individuals have the required experience to properly protect the public. For instance:
 - Does a pest control operator have the background and experience to inspect electrical panels?
 - A general building contractor can surely evaluate framing. Is a general building contractor qualified to evaluate plumbing or roof flashing?
- AB 1129 and the proposed licensure requirements would become operative on January 1, 2023, providing an unreasonable one-year ramp-up time.

SEWER LATERAL REPAIRS

SB 484 [Archuleta]

Senator Archuleta’s SB 484 amends Section 7197 of the Business and Professions Code to provide that this statute does not affect the ability of a plumbing contractor who holds a C-36 license to perform repairs pursuant to the contractor’s inspection of a sewer lateral connecting a residence or business to a municipal sewer system if the consumer is provided a specified disclosure before authorizing the home inspection.

The bill permits a home inspection entity to provide both the inspection of the sewer lateral system and conduct the repairs of the sewer lateral [as long as a licensed contractor makes the repairs] and specific disclosures are provided to the consumer seeking the inspection.

CREIA was concerned that the text of SB 484 was overly broad and should be narrowed to:

CONTINUED FROM PAGE 8

- Specifically apply to plumbing contractors who hold a C-36-licensed contractors performing repairs pursuant to the contractor's inspection of a sewer lateral pipe connecting a residence or business to a sewer system.
- Require that the same company that performs the sewer lateral inspection and the sewer lateral repairs will perform the home inspection on the same property.
- Specify that any repairs that are authorized by the consumer are for the repairs identified in the sewer lateral inspection report and no repairs identified in the home inspection report are authorized or allowed except as specified in the sewer lateral inspection report.
- Provide that the consumer has the right to seek a second opinion on the sewer lateral inspection.

The author accepted CREIA's proposed amendments and they were made to the measure earlier this year. The Governor signed the bill into law as Chapter 545, Statutes of 2021.

POOL SAFETY

SB 736 [Newman]

Senator Newman [the author of the Pool Safety Act] is authoring SB 736 to further enhance pool safety.

This bill would require, for a home inspection of real property with a swimming pool or spa, in connection with a prelisting inspection or transfer, as defined, that a home inspector be certified by a professional association or entity as having completed a continuing education training module on drowning prevention.

The bill would also require that the examination of the pool or spa and dwelling during the home inspection be for the additional purposes of determining whether a drowning prevention safety feature is in good condition, whether it is approved by ASTM International or meets the description of the safety features required by the Swimming Pool Safety Act, and whether the only 2 safety features are an exit alarm and self-closing, self-latching device used on the same door or on 2 separate doors.

In addition, the bill would require, if specified conditions are present, that the home inspector to provide the relevant section of the home inspection report to the buyer's home insurance or mortgage company upon the company's request, made at the company's discretion.

Finally, the bill would require, no later than January 1, 2023, an association or other entity that certifies home inspectors or

building officials to develop a continuing education training module on drowning prevention that provides instruction on specified topics. The bill would require, commencing on January 1, 2024, a building official and home inspector to complete the training module in order for a building official to maintain certification and for a home inspector to maintain the certification required to conduct a home inspection for real property with a swimming pool or spa.

CREIA has confirmed with the author and proponents that we appreciate the provisions of SB 736 that would clarify the current laws regarding the inspection of real property with a swimming pool or spa, so that the inspection is indeed a noninvasive physical examination of the pool or spa and dwelling for the purpose of identifying which, if any, of the seven specified drowning prevention safety features the pool or spa is equipped with. This has been an important issue for us since the development and enactment of SB 442 [Newman] as Chapter 670, Statutes of 2017.

CREIA remains very concerned however, with the provision of SB 736 that would place responsibility on the home inspector to provide the pool safety feature section of the home inspection report to the home insurance company and mortgage company. The home inspector does not have a contractual arrangement with either of these companies. This is appropriately the responsibility of the purchaser and either the insurance or mortgage company.

In addition, CREIA is advocating for the measure to specify the standards for providers of continuing education courses and the training modules.

SB 736 passed the first Senate policy committee, but the author and proponents did not pursue the bill in the second and third committees. The measure is a candidate for consideration when the Legislature reconvenes in January of next year, and CREIA is reaching out to the author and sponsors to continue the dialogue on our concerns and requested amendments.

INSPECTEST

BY BILL PARKER, CCI

CLUE: A wall which is designed and constructed to resist lateral seismic and wind loads, commonly made of masonry, concrete, cold-formed steel or wood framing.

ANSWER: SHEAR WALL



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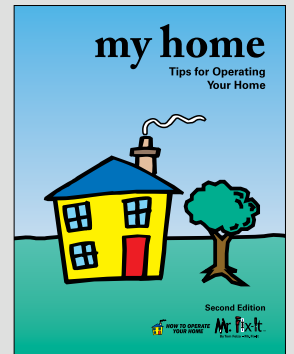
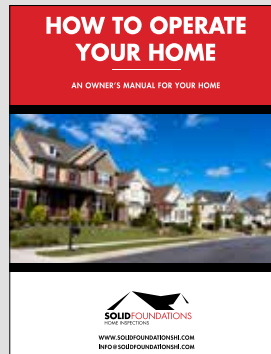
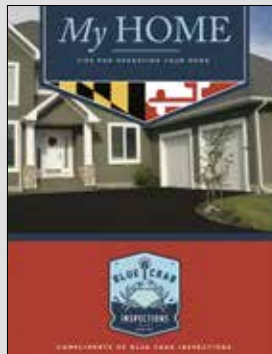


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STONE VENEER: THE TRUSTED FRIEND OR A SUSPECTED FAUX –THE SCIENCE BEHIND YOUR INSPECTION

BY TOM FEIZA, MR. FIX-IT, INC., HOWTOOPERATEYOURHOME.COM

Stone and brick veneer for residential construction has seen dramatic changes with the last few generations of products. The industry has moved from “real” brick and stone veneer (Friend) supported by a foundation to an adhered, manufactured product (Faux or Foe?) supported by the wall frame. In many parts of the country, adhered veneer is the new industry standard perhaps because of cost and appearance. Many builders just call both systems stone or brick.

Originally the adhered products were not that “natural” in appearance and could be easily identified. Now the manufactured stone and brick look real. Natural thin-cut real stone is also used as an adhered veneer leading to more confusion. Quality products have corner stones cut in a “L” shape so the product wraps around corners like a full-depth stone veneer.

The change has not taken place without casualties. The adhered veneer needs to be installed like a stucco/EFIS product with proper layering of moisture resistant materials and flashings. There have been many system failures and expensive repairs in wet climates.

As a home inspector, you need to properly identify the veneer product, know the proper installation methods and know the signs of failure. You need to understand how the products perform in your climate. This basic primer/overview will help you identify and understand the products and the all-important drainage of water from the veneer and wall assembly.

Trusted, Good Old Stone Veneer vs. Suspected Faux, Adhered Masonry

In the last 20 years, adhered veneer of some type has become a common exterior finish replacing real masonry veneer. We use different terms for the adhered product – faux stone or brick, adhered stone, thin cut stone, manufactured stone or veneer, lick and stick and the list goes on. The big differences are the product thickness, drainage, and how it is assembled on the exterior wall.

All Siding Leaks - Brick, stone, wood, vinyl, aluminum, faux stone

All siding leaks – yes, even real brick/stone veneer. How should brick/stone veneer be properly drained to prevent water damage to the wall assembly? As an inspector you need to understand the different siding products and how the wall assembly is drained to keep water out of the structure.

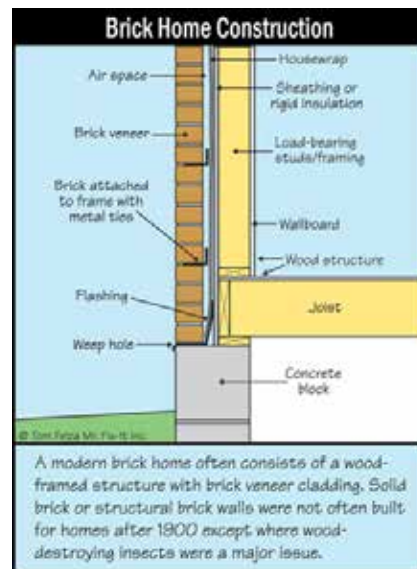
There are visible clues to the flashings installed – you can see the edges. You may already know the visible signs of failure/moisture – damaged stone, flaking stone, salt stains, missing mortar and water stains. Water stains may also be visible inside the home around windows and at the top of the basement wall.

“Real” Stone, brick and mortar leaks

Water will flow through exterior brick veneer and can damage the structure behind and below the brick. For many years, structures have been protected by drainage planes, flashing, and water-

resistant barriers. In older construction, wide overhangs often helped provide this protection.

Illustration S068C shows general brick veneer construction. Note the air space behind the brick to drain water and stop capillary action. The wood frame is covered with a water-resistant barrier. Flashing directs water to drain over the foundation. Thin metal strips “tie” the brick to the wall for horizontal support.



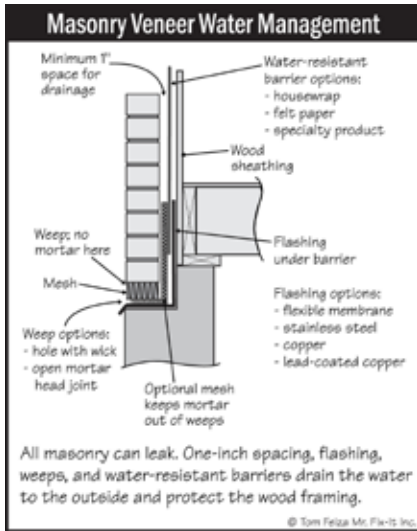
S068C

Details of “real” brick/stone water management

Illustration X043 shows additional water-management details. There must be a gap of at least 1 inch for drainage. The water-resistant barrier can be traditional tar paper, house wrap, or a

CONTINUED ON PAGE 12

specialty product. The weep shown here is an open mortar joint. There should be an insect-resistant material covering – not just a hole. An optional drainage mesh to keep mortar out of the weeps is also shown.



X043

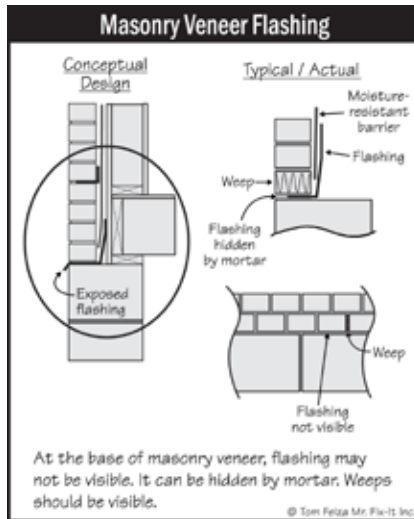
What can you expect to see?

In residential construction, flashing and weeps are often not visible. Illustration X041 shows a typical situation in which flashing is buried in the mortar joint. Who knows why? Perhaps masons do this to hide the “ugly” flashing. During an inspection, you will often find that the lower stone/brick is buried beneath landscaping; you’ll have no idea whether there are flashings. You certainly can’t see into the wall structure.

Flashing that’s visible in residential construction might come as a surprise (Photo 1). If you look closely, you can see a small round weep hole just above the dark flashing. An open mortar joint and covering for a weep is even less common (Photo 2).

The takeaway

Real brick veneer should have flashings and weeps. Don’t confuse real brick or stone veneer with an adhered stone or brick veneer – a synthetic stucco type of assembly.



X041

Adhered Masonry Veneer - Faux (Artificial)

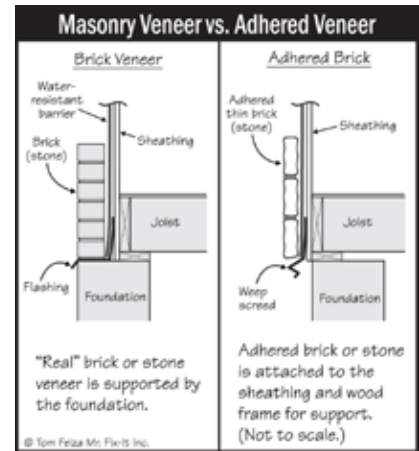
Adhered veneer of some type has become a common exterior finish replacing real masonry veneer. We use different terms for the adhered product – faux stone or brick, adhered stone, thin cut stone, manufactured stone or veneer, lick and stick and the list goes on. The big differences are the product thickness, drainage, and how it is assembled on the wall. (Most consumers and builders just refer to both products as stone or brick.)

Illustration S124 shows the basic difference. Real brick or stone veneer is supported by the foundation and there

is an air gap with water-resistant barrier and flashings for drainage.



Adhered brick or stone is attached directly to and supported by the frame of the home. Adhered stone requires a specialized water-resistant barrier and special flashings – there is no air gap.



S124

Adhered Veneer (Illustration)

The installation and water barrier/drainage details for adhered brick/stone is similar to synthetic stucco. There should be multiple layers of a water-resistant barrier, metal lath, mortar bed and then the product is adhered with mortar. The proper assembly requires a weep screed at the lower edge and 4-to-6-inch clearance to grade. The clearance to roofs, supported concrete, and walks is often 1 to 4 inches. There are critical requirements for flashing over all penetrations like windows and doors plus edge sealants to windows and doors.

CONTINUED FROM PAGE 12

You should look for specific installation requirements for adhered products used in your area. A good general reference is “The Installation Guide and Detailing Options for Compliance with ASTM C1780” (78 pages) by the Masonry Veneer Manufacturers Association. Google MVMA and you will find references. Product manufacturers also provide installation instructions or a reference to code and industry standards.



Problems with adhered stone

I have seen many, many issues with the installation of adhered stone. It is rarely installed correctly in my cold-wet climate. Take a look at Picture #3. You can see the moisture stains from water entering the wall. There should be a gap and flashing to the roofing. Water will be trapped against the stone by the angle of the vertical wall. This home had major leak issues into the front entrance and the basement below this area. The owner had replaced walls and flooring not understanding the source of the water leak so the water damage continued.

Picture shows classic missing details – no kickout flashing from the sidewall to the gutter. No flashing and spacing from the adhered stone to the shingles. The small gap between the shingles and faux stone improperly sealed with “liquid black flashing” to attempt a repair.



WHAT CAN A HOME INSPECTOR TO DO?

Your Climate and Local Construction Details do make a difference

As with all building products, “real” veneer and adhered veneer is affected by the local climate. If you are in a dry climate there is much less worry about on-going water intrusion. Everything just dries out. If you are in a wet-cold climate, the product must be installed properly or leaks and hidden defects will surface after a few years.

Homes with large overhangs limit rain water hitting the stone and limit water intrusion. Homes with shallow overhangs and/or overflowing gutters or undersized gutters are always a problem. Water intrusion can also occur on the side of the home wet by the prevailing wind/rain.

Adhered Veneer

Inspectors should recognize the difference between adhered masonry

and “real” masonry veneer. Study the installation details for adhered masonry and carry them with you during inspections. Identify any visible adhered stone installation omissions/defects and call for further evaluation. If a flashing is missing, identify that issue. I believe adhered stone needs a specialized inspection just like synthetic stucco. Structural damage is often hidden behind the adhered stone and not visible to the inspector.

Real Stone and Brick Veneer

Real brick veneer should have flashings and weeps. Don't confuse real brick or stone veneer with an adhered stone or brick – the synthetic stucco type of assembly.

If you can't see a drainage system, state that in your report and list the limitations. Note whether there is insufficient clearance from the structure to soil. Note any visible water damage that requires further investigation.

Tom Feiza has been a professional home inspector since 1992 and has a degree in engineering. Through HowToOperateYourHome.com, he provides high-quality marketing materials, books for homeowners, and illustrations that help professional home inspectors educate their customers. Copyright © 2021 by Tom Feiza, Mr. Fix-It, Inc. Reproduced with permission.

Visit HowToOperateYourHome.com (or htoyh.com) for more information about building science, books, articles, marketing, and illustrations for home inspectors. E-mail Tom (Tom@htoyh.com) with questions and comments, or phone (262) 303-4884.

Remember to take a look at the CREIA Glossary project – Members Only – Standardized Terminology for the Professional Real Estate Home Inspector

Sign into your profile to review here: <https://creia.memberclicks.net/member-documents>

INSURANCE IQ: DEFINING PROFESSIONAL SERVICES

BY ISAAC PECK, EDITOR

Have you ever wondered what your home inspector E&O policy actually covers?

OREP E&O insurance agents are frequently asked: “Am I covered for infrared thermography?” Or “Am I covered for radon testing?” Or “Am I covered if I perform an inspection for pests/termites?” If you’re covered through OREP and you’re a professional home inspector performing “professional services” as a home inspector, the answer to the above coverage questions is most likely yes.

OREP policies are tailored specifically for home inspectors, providing coverage for “Professional Services” that you might provide as a home inspector. Defining coverage in this way is commonplace for most (if not all) professional liability policies, also known as errors and omissions insurance (E&O).

It follows then that “professionals” should purchase professional liability (E&O) insurance specific to the services they provide. The good news for OREP home inspectors is that you have broad coverage for a variety of services and assignments that you might pursue. Most policies in the marketplace are broad, but always ask your agent if you have any questions- whether you are with OREP or not.

Here is an example of how “Professional Services” is defined in OREP’s home inspection policy:

“Professional home inspection services” means only the non-invasive visual examination of the ‘readily accessible’ installed systems and components of a building, as identified and agreed to in writing by the client and “insured” prior to the inspection process, performed for others for a fee, and for which a written home inspection report is generated.”

You can generally begin with the premise that most services you provide in your capacity as a home inspector of real estate are covered, unless it is specifically excluded in the policy. If you’re thinking, well then what’s excluded is pretty important: you’re right! When you get your policy, you should review the Exclusions section first- right after you make sure your name is spelled correctly!

For example, with the OREP flagship or primary program, there is no specific exclusion for termite/WDI, pool or spa inspections, carbon monoxide testing, lead paint inspections, radon testing, drone inspections, EIFS/stucco inspections, and more.

MOLD NOT EXCLUDED

In fact, one important difference in OREP’s policy is that OREP’s primary program does not exclude mold! You read that right, **there is no mold exclusion in OREP’s policy**. This can make a big difference if you are currently insured in a program that excludes mold, as mold and water damage claims are quite common with home inspectors. Please note that this is distinct from mold testing, which requires additional premium and training. On example of a mold claim that the policy should respond to might be missing a water leak which causes mold damage. This is different from testing for mold and making a mistake.

In OREP’s policy, sub-limits apply to some coverage items, which means the maximum the insurance company will pay towards a specific type of claim may be capped at \$100,000 or \$250,000, even if your policy limits are \$500,000, for example. (Ask your OREP agent for details.)

So what are some common exclusions? OREP’s policy (and most policies, for that matter) excludes asbestos claims,

any operations that you perform under a different professional license (general contractor, appraiser, agent/broker, etc.), and any transactions where you also conduct repairs or construction on the same property that you inspect. And so on.

To summarize, your inspector E&O policy (even if you’re not with OREP) will likely start with a broad definition of “Professional Services” and then go on to list very specific exclusions to those professional services. You want a policy that affords broad coverage for a variety of services you might perform in your capacity as a professional home inspector, and that does not specifically exclude what you want covered.

TAKEAWAYS

1. Look for an E&O policy with a broad definition of Professional Services.
2. Read your policy--pay attention to what is excluded.
3. Ask your agent about coverage and exclusions if you have questions.

Got questions about your policy? Give OREP a call! Stay safe out there.



Isaac Peck is the Editor of "Working RE" magazine and the President of OREP

Insurance Services. Check out OREP for broad coverage, competitive pricing and efficient, professional service. OREP has been serving home inspectors with their insurance and risk management needs for over 19 years. Got questions about your policy’s coverage or how best to avoid claims? Give us a call at (888) 347-5273 or visit OREP.org to learn more. CA License #4116465.

HOME INSPECTORS AND PRICING: KNOW WHAT YOUR INSPECTION IS WORTH

BY AUBRI DEVASHRAYEE

The following article was originally published on the InspectorPro Insurance website – September 1, 2021

A common enemy among seasoned home inspectors is low-cost competitor strategy, or underpricing. While established inspectors try to price their services to match their experience and expertise, some new inspectors offer drastically lower prices for their home inspections. As a result, more experienced inspectors may feel compelled to lower their inspection fees to keep up with competition.

This emerging trend has raised concerns in the industry: If new inspectors continue to implement a low-cost strategy, how will it affect inspectors' income overall? Will reputation and years of expertise be enough to maintain higher prices? And, besides low fees, how can you distinguish yourself as a new inspector?

Charging low rates may be tempting. But inspecting homes is a challenging job that takes hard-earned expertise to do the job well. If you price your inspection purely on being cheaper than competitors, you do yourself and your clients a disservice.

In fact, inspectors who charge low prices are more likely to overschedule, which, in turn, may increase their liability by lowering the quality of their inspections. Additionally, having much lower prices compared to other inspectors in your area may convey insecurity to clients and hurt your reputation. Furthermore, clients who are inclined to be difficult may make increasingly unreasonable demands if they don't see your value, thus exposing you to more risk.

In this article, we offer actionable tips to establish or reevaluate your own pricing strategy. By setting fair and competitive prices, you can protect your business against reduced profit margins, perceptions of poor quality, and potential insurance claims.

HOME INSPECTION PRICING METHODS

According to the inspectors we interviewed and the research we conducted, home inspection prices are most often

determined by one or more of these factors: flat rates, property age, and geographic location.

Flat Rate

For standard inspections and additional services, inspectors often charge flat fees. The rationale? Flat rates are simple offers that are easy to market.

For instance, Curtis Larson from Marigold Home Inspections in Minnesota who chooses to put his prices online, feels that cost transparency encourages his clients to book inspections.

"I know some people are against putting prices online, but I've only seen it work as a positive for my business," Larson said. "Some [clients] are more anxious to book, and if they can see my price, they [may be] more likely to book [with me]."

Flat Rate Until a Certain Square Footage

Think one price per service is too simple? So do many of your peers. Some inspectors, like Larson, set a flat fee up to a certain square footage with a price increase for additional feet thereafter. In Larson's case, he charges \$350 for single-family homes up to 2,000 square feet, with a \$25 increase for every 500 feet.

Anthony Cooper from Cooper Inspections LLC in Ohio and Gordon Glidden from Inland Lakes Inspection Services in Michigan both take a similar approach. Cooper charges a flat rate of \$350 up to 3,500 square feet with an additional \$35 for every 500 square feet over. Glidden's pricing method increases after 2,000 square feet by \$40 per 1,000 feet.



CONTINUED ON PAGE 16

PROPERTY AGE



Most of the inspectors we interviewed increased their inspection fee for older properties on a case by case basis.

“While we [primarily] charge on square footage, we also charge more for older homes and offer a reduced fee for newer ones,” said Jerry Stonger from Preferred Inspection Services in California.

Odds are, older properties have more seen and unseen defects. Older inspection properties also require more extensive knowledge of niche systems and components, such as knob-and-tube and copper wiring. To accurately inspect and call out defects with niche components, inspectors often invest hours of learning in the field and classroom. Naturally, it makes sense to incorporate these investments in your pricing with a higher fee.

“It only seems natural to charge more for a home that may be the same size but can take twice as long due to the age,” Stonger said.

LOCATION

Depending on the state, cities, and neighborhoods in which you inspect, average inspection prices can greatly differ.

Paul Sullivan from Wrigley Home Inspections in Virginia gives his take:

“We live in a fairly affluent area where the average home is \$700,000. A \$750 inspection for a single-family home is not uncommon at all. Of course, the inspection price doesn’t grow exponentially with the home size and location, but a 3,500-square-foot house worth \$3 million in one area is going to bring in a higher fee than a 3,500-square-foot house worth \$750,000 in another area.”

Stonger performs local market research for his region to gauge if he should adjust inspection fees.

“We compare our prices with [inspectors] who post them on their websites, even if we choose not to [adjust prices accordingly],” Stonger said. “Now that we are more established, we periodically increase our prices slightly, as the market allows.”

To learn more about market-based pricing, refer to Nick and Ben Gromicko’s article “How to Calculate Profitable Inspection Fees” on the International Association of Certified Home Inspectors’ (InterNACHI) website.

IMPORTANT FACTORS TO KEEP IN MIND

A number of other factors may influence your pricing methods, such as: experience, additional services, certification, and mileage.

INDUSTRY EXPERIENCE AND YEARS INSPECTING

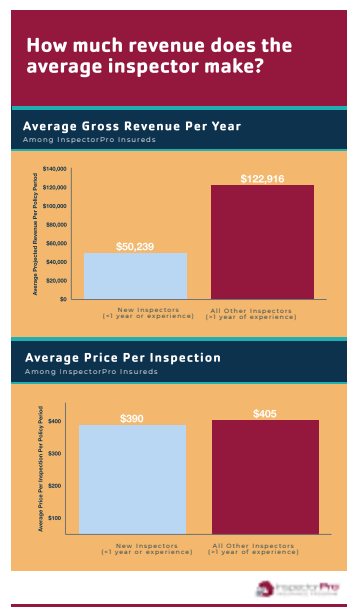
Don’t underestimate your experience and skillset. If you’ve paid your dues in the inspection industry, you’ll want to price accordingly.

Michael Ashburn from Ashburn Inspections, LLC in Pennsylvania advocates his years of experience.

“I explain my background in construction to clients who [have questions] about pricing” Ashburn said.

Glidden increased his prices as he gained experiences and added additional services, as do many other inspectors in

the industry. Based on the data we gather from inspectors as they apply for insurance quotes, those who’ve been in business for more than three years tend to charge slightly more per inspection. And they earn almost double the annual income. See a graphic depicting our applicants’ average inspection pricing below. Note that we insure both single and multi-inspector firms, which may skew the data.



ADDITIONAL SERVICES

Offering additional services can not only differentiate your business from competitors, but it can also bump up your base pricing.

“Inspectors should continue to offer more services so they can justify raising their prices,” Glidden said.

While some inspectors offer ancillary services—like mold or radon testing—for a separate fee, other inspectors include certain tools and services in their standard inspections. Doing so allows them to offer a more thorough inspection and increase their prices.

For example, many inspectors who use thermal imaging cameras do so during every inspection, prompting them to raise base inspection prices. By adding more value to their standard inspections, these inspectors increase their marketability and profitability.

However, to limit liability, be sure that you’re consistent in how and when you offer additional services. If you do not charge a separate fee for ancillary services, perform those services on every inspection in the same way. Furthermore, to avoid inaccurate client expectations, explain where you do and don’t perform additional services in your pre-inspection agreement and inspection report.

For more information on possible additional services you can offer, check out our articles on: radon inspections, lead testing, mold sampling, pest inspections, mortgage field services, pool inspections, EIFS assessments, draw inspections, and sewer scope inspections.

CERTIFICATIONS AND CONTINUING EDUCATION

While not every state requires home inspectors to be certified, obtaining certifications can boost your credibility, enhance your marketing, and better manage your risk. And many home inspector associations offer continuing education courses on business development.

“Certification differentiates inspectors,” said Bruce Barker, 2021 President of the American Society of Home Inspectors (ASHI). “The better trained or educated an inspector is, the more likely they are to notice a problem and clearly communicate it to a client in an understandable way.”

As such, well-rounded inspectors can have higher pricing for home inspections. Thus, the investment you make in courses or association dues can give you great returns.

“When you’re in business, you have to make positive trades

for your company,” Nick Gromicko said. “[Joining an organization] is just a really good trade.”

Decide which certifications and associations are best for you. Reviewing your interests and visiting various association and training school websites for additional information.

DISTANCE AND MILEAGE

To offset traveling costs, some inspectors choose to limit their inspection region. Others opt to tack on extra expenses for inspection appointments that are farther away.

Larson adds a mileage fee for inspections over 100 miles from his primary inspection area. For every 25 miles over that limit, he charges \$25.

Alternatively, you may consider calculating fuel cost to and from distant appointments and including it with your standard fee.

First, you want to configure your gas mileage, which is the: total distance to and from the property divided by the number of gallons used to refill the tank. Once you’ve figured out your gas mileage, you can multiply that metric by the cost per gallon for fuel in your area. Don’t have time or patience for the math? Use this gas mileage calculator and this fuel cost calculator.

HOW TO COMBAT CHEAPER OPTIONS

Now that you’ve properly priced your own inspections, how do you deal with other inspectors in your area charging less? For those worried about clients passing you up for cheaper inspections, defend the value of your work.

“I tell clients, if they’re price shopping, ‘You get what you pay for,’” Ashburn said. “When [clients] understand that a quality home inspection is not all about price, they respond to it.”

Sullivan tells this to stubborn clients, “I price fairly and competitively but unapologetically. I’m in business to make a living. I don’t negotiate my price.”

Moreover, if a prospective client is set on negotiating, it can be a red flag for further issues to come.

“I design my pricing based on the type of client I want,” said Jameson Malgeri from Another Level Inspection in Massachusetts. “Think about who you’re trying to attract with your pricing.”

Indeed, clients obstinately focused on price may have

nefarious intentions. A thorough home inspection is a small expense compared to purchasing a home. If clients aren't willing to make that investment for long-term safety, they may be looking for ways to make a quick buck. In these situations, we recommend walking away. After all, losing business for a potential inspection is a small price to pay for avoiding an expensive claim.

PRICING HOME INSPECTIONS: KNOW YOUR WORTH

Tempted by the low-cost strategy? Think again. Pricing home inspections low can hurt your revenue and reputation, and it can lead to claims. Moreover, it robs you of charging the true cost of your inspection based on your experience, services, and expertise.

Quite literally, don't sell yourself short. Know what your inspection, and what you as an inspector, are worth and price accordingly.

As Matthew Query from Freedom Home Services, LLC in North Carolina put it, "My mentality is: 'The rising tide raises all the ships.' Personally, I think inspectors are undervalued. What we can do is start to appreciate each other more and

elevate our whole industry by pricing [appropriately]. There's plenty of work out there for everybody."

InspectorPro Insurance is the leading provider of home inspector insurance in the nation. Why? Above all, we recognize that obtaining or switching insurance providers can be stressful for you. What's more, we understand that you, as a home inspector, have unique needs when it comes to having adequate protection from claims.

For this reason, with InspectorPro, you get tailored insurance for your home inspection business at a reasonable price. And, since our team of licensed professionals specializes in insurance for home inspectors, we are able to give you the personalized attention you deserve. Moreover, we offer benefits like free pre-claims assistance, diminishing deductibles, early claims reporting discounts, and a risk management blog. In short, insuring with anyone else simply isn't worth the risk.

Through articles, newsletters, and social media posts, InspectorPro Insurance's Aubri Devashrayee provides risk management tips to home inspectors. Her B.A. in English from Brigham Young University enables Aubri to write about complex insurance and inspection concepts clearly and conversationally. Learn more about InspectorPro at <https://ipro.insure/CREIA>.



Region 8 at the Super Conference in Las Vegas

From L to R: Steve Lauriano, Chapter President; Joey Cox Chapter VP; Tim McGinn Chapter Treasurer; Kelly Casey; Mike Casey; Brandon Ertman; Ron Ertman



TEN QUESTIONS EVERY REALTOR SHOULD BE ASKING ABOUT THE POOL SAFETY ACT

BY DAVID PACE, MCI, IF, LEGISLATIVE CHAIRMAN

1. What is the Pool Safety Act?

A California law known as the Pool Safety Act (SB442) was signed by Governor Brown and became on January 1, 2018. The law requires new or remodeled pools and spas to have two of seven specified child protective safety features. While existing pools and spas are not required to add additional safety features, the California Real Estate Inspection Association (CREIA) recommends all pools and spas have 2 of the 7 appropriate safety features identified in the Pool Safety Act to protecting our young and vulnerable. We further recommend the installation of a perimeter fence that separates the property from neighboring properties.

2. Why is the Pool Safety Act deemed necessary?

According to both federal Centers for Disease Control and Prevention's National Center for Injury Prevention and Control and the State Department of Public Health's

EpiCenter data, drowning is the second leading cause of death for California children one to four years of age, inclusive. EpiCenter data shows that between the years 2010 and 2014 more than 160 children one to four years of age, inclusive, suffered fatal drowning, with the majority of the incidents involving residential pools. Between the years 2010 and 2015 more than 740 children one to four years of age, inclusive, were hospitalized after suffering a near drowning incident with the leading cause of hospitalization being brain injury due to the lack of oxygen, also known as asphyxiation. The Pool Safety Act was passed to make buyers and sellers aware of deficiencies in safety features in the home they are buying or selling. The pool safety is most effective when there are multiple layers of protection against accidental child drowning.

CONTINUED ON PAGE 20

3. What does the Pool Safety Act Require?

The requirements of the Pool Safety Act are very detailed and specific. They are required of home inspectors in the Business and Professions Code and specified in the Health and Safety code. Several of the pool safety features include specific standards set by ASTM International, a universally recognized organization for establishing acceptable standards for materials and systems. Generally speaking, the Pool Safety Act sets forth seven safety features. The Pool Safety Act requires the home inspector to include in the home inspection report which of the seven are present and to state in the report if there are fewer than two safety features present. Please note the safety features, as noted below, are generalizations of the specific requirements in the Pool Safety Act. (The ASTM International specification for Pool and Spa Alarms contains over 3,100 words. The specification for Pool and Spa covers is over 5,400 words)

Pool Safety Act Feature Requirements

- A. **A pool or spa fence that separates your pool or spa from the home.** An enclosure with a minimum height of 60 inches. Access gates through the enclosure are required to open away from the pool or spa. The gates shall be self-closing, self-latching, and be no lower than 60 inches above the ground. The bottom of the fence can be no more than 2 inches above ground with no gaps or voids, which could allow passage of a 4-inch sphere. The fence should not be easily climbable.
- B. **A removable mesh fence.** A removable mesh fence that provides 360 degrees of protection for the pool/spa from the private single-family home. The top of fence needs to be a minimum height of 48 inches high. Hinged gates, if present, must be self-closing, self-latching, open outward from the pool or spa and accommodate a locking device 54 inches above grade on the outside of the gate. Latching devices, which secure each barrier section shall be no lower than 45 inches above grade and provide security equal or greater than the hook-and-eye type latch with a spring retaining lever (safety gate hook).
- C. **A manually or automated safety pool cover.** The requirements for pool covers are too detailed and specific to list in this article. If a manual or power pool cover is present, it is strongly suggested that a licensed pool/spa contractor be employed to perform an evaluation and provide you with an expert opinion.
- D. **Exit alarms on doors and windows that provide direct access to the swimming pool or spa.** The exit alarms are required on all doors that lead to the pool/spa.
- E. **A self-closing, self-latching device on doors that prevents direct access to the swimming pool or**

spa. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on all doors that provide direct access to the pool/spa.

- F. **Pool and spa alarm** that will sound upon detection of accidental or unauthorized entrance into the water. A pool and spa alarm that detects surface motion or by pressure, sonar, laser, and/or infrared. Note: Alarms designed for individual use are not approved, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water.
- G. **Other means of protection.** There is provision for “other” means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).

4. When is a Pool Safety Feature Inspection Required?

A Pool Safety Feature Inspection is required when each of these conditions exist:

- (a) There is the transfer of real property AND
- (b) The property has a pool, spa or hot tub. [Note: The Health and Safety Code defines a swimming pool (pool) as any “structure intended for recreational bathing that contains water over 18 inches deep”. The Pool Safety Act applies to private, single-family dwellings.] AND
- (c) There is a home inspection conducted in conjunction with the transfer of the property. The home inspector is to conduct a “noninvasive, physical examination” [Business and Professions Code 7195 (a)(1)]

The requirements of the Pool Safety Act does not apply to any of the following:

- (a) Public swimming pools.
- (b) Hot tubs or spas with locking safety covers that comply with the American Society for Testing and Materials (ASTM F1346).
- (c) An apartment complex, or any residential setting other than a single-family home.

5. I am having a pool inspection in addition to a home inspection, can the pool inspector conduct the Pool Safety Act Inspection?

The Pool Safety Act requires the home inspector to conduct

the pool safety feature inspection and to include the findings in the home inspection report. The pool inspection, even if the pool inspector includes or comments on pool safety features, does not satisfy the requirements of the Pool Safety Act. A pool inspection is not a substitute for the requirements of the Pool Safety Act.

6. Is perimeter fencing part of the Pool Safety act?

Perimeter fencing is not referenced in the Pool Safety Act. However, perimeter fencing is required in the California Building Code which states in part, "Residential swimming pools shall be completely enclosed by a barrier complying with Sections 3109.4.1 through 3109.4.3." Perimeter fencing is intended to keep neighboring children out of the pool area.

7. Can my client waive the Pool Safety Feature inspection as part of the home inspection?

I posed this question to our association lawyer. He indicated a client could waive the pool safety feature inspection. However, the home inspector is still required by the Pool Safety Act to conduct the pool safety feature inspection and include it in the home inspection.

8. Is the buyer or seller required to make repairs for deficiencies in the Pool Safety portion of the home inspection?

No, there is no requirement to bring the property into compliance with the requirements of the Pool Safety Act. The inspection is a disclosure to the parties of the transfer.

9. Does the Pool Safety Act have implications for the Realtors® in the transfer of the property?

The Pool Safety Act does not refer to Realtors®. However, Realtors® perform an Agents Visual Inspection Disclosure (AVID). Realtors® are not home inspectors nor are they contractors and as such are not qualified to diagnose pool safety features. However, Realtors®, as part of their AVID, note what they see (or don't see) that may be of important to the buyer or seller. A spa or pool without a cover is an important safety deficiency and should appear on an AVID. An AVID does not diagnose, it describes. The pool lacks a cover. An AVID is especially important if the transfer of the property does not include a home inspection and therefore a pool safety feature inspection.

10. Is my home inspector qualified to conduct a Pool Safety Feature inspection?

There is significant exposure for all parties in the transfer of a property that has a pool, spa or hot tub. Your home inspector may be fully qualified to inspect the home. However, is the home inspector fully qualified to fully evaluate pool safety features? Specific training is essential to evaluate the pool safety features fully and accurately. To illustrate the point there are 18 specific items identified in the Pool Safety Act which are to be inspected by a noninvasive, physical inspection of a mesh fence. Training is critical to be able to identify what is required of the Pool Safety Act. CREIA has conducted training sessions throughout the state for both home inspectors as well as Realtors®.



DOOR KNOB ON A WALL?

BY SUBMITTED BY STEVE CARROLL ON THE T.I.E.

What in the world? Go to the T.I.E. and find out!

<https://www.creia.org/tie>

CREIA T.I.E.: SECTION 9 - Building Interior:
Door Knob on Wall

OH, RATS!

BY GUNNAR ALQUIST, CCI

Rats have been on my mind recently. My one employee/inspector did not document rodent activity in an attic recently. After the new owners moved in, they wanted to have the ducting cleaned prior to operating the furnace or air conditioner. The company hired to clean the ducting found rat feces in the ducting, which set off a chain of events leading to the new owners demand of \$17K to remove and replace the attic insulation and ducting, and clean the attic. While not a huge amount of money, it was more than I was willing to cough-up out of the business checkbook, so I notified my insurer and filed a claim on the new owners' behalf. It took more than a week for the adjuster to get back to me with denial of the claim. As it turns out, my E&O policy excludes rodent activity and damage. Coincidentally, another CREIA inspector is dealing with a similar situation, but a much larger price tag. No coverage there either.

So, this brings up a few questions regarding infestations of this type.

- 1) What are our obligations?
- 2) What are our limitations?
- 3) What is the "standard of care"?
- 4) Is there a loophole?

Oddly enough, I had been talking with Bill Parker about rodents shortly before all this came down and he volunteered me to write an article for the Inspector Journal (how does that work anyway?) Then, while planning my response strategy to my own rodent issue, I discussed this with Skip Walker. This has also been a recent topic on the CREIA TIE with several inspectors offering their input.

First off, I suggest you check your policy, but it is looking like E&O policies for home inspectors do not cover rodent activity or damage. As near as I can figure, this is because pretty much anything to do with rodents (except being one) requires a "Branch 2" operator or field representative license from the California Structural Pest Control Board and inspecting for or reporting on the presence of rodents without a license is a misdemeanor punishable by a fine of up to \$5,000 and/or six months in county jail (§8505 & 8553 of the Structural Pest Control Act in the CA B&P Code). Actually, this is true for pretty much anything that can be considered a "general household pest" as well as wood-destroying organisms (different license for WDO). In short, you probably aren't

going to be insured for engaging in an illegal activity, even if this whole affair seems absurd. I do not know if a "rider" can be added to these policies, given the legal constraints.

While the intent of the law is to prevent shady operators from providing general pest control services in the same way that §7208 is intended prevent unlicensed contracting, it is an obstacle for home inspectors who are trying to provide a service to their clients. I do know two WDO inspectors who were fined for commenting on rodents outside of their Branch 3 license.

This also likely explains why the CREIA Standards of Practice exclude rodents.

Now, I'll grant that this does appear to give inspectors an "out", but new owners are not going to be happy when they find out that they have a nasty rat infestation that they were not informed about. Don't forget about mice too. While they don't have the same "Ewww" factor as rats, they can carry hantavirus, which can be pretty nasty. Other critters can get into attics/crawls and do damage as well.

Certainly, it would have been better had my inspector said something in the report; but since he did not notice the duct damage, the new owners could well still be peeved even if they had been informed about the presence of critters. In general, it looks like most inspectors evidently do report on the presence or potential presence of rodents in some way during the course of their home inspection. This brings up the "standard of care", which is something that I truly dislike since it is essentially a moving target. Rather than the SoP, a "standard of care" depends on what other inspectors in your area are going. So, if your local competition is reporting on rodents, it would indicate that the "standard of care" is to inspect for and report on rodent activity. But, is there a way to do this within legal limits? If so, how much do we say?

Let's start with what does the inspector look for?

Well, obviously, we are going to look for feces/droppings, traps, bait, and carcasses. But, there are other signs as well. Loose-fill insulation will often have paths and tunnels that can be seen. Electrical nonmetallic-sheathed cable may have

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brown smears or have been chewed-on. Brown smears can also be seen at holes/openings in framing. Flexible ducting may have damage/holes. You might notice a distinct odor. You may, on occasion, see likely entrance points. I have only seen live critters once or twice (yes, I screamed like a little girl).

In the past, I would have made a general remark about rodent activity and defer to a general pest exterminator. A few years ago, a Branch 2 operator that I know told me that I could not report on the presence of rodents (apparently "vermin" is co-opted as well). I felt this was ridiculous since I was not trying to get extermination business, just provide information to my clients.

So, how to compose a comment that will (hopefully) comply with state law while informing a client? It's not going to be short and sweet, that much is clear. Maybe start with a disclaimer along with the observation, such as:

"As I am a layperson and not licensed to comment on general household pests, rodents, etc., I did observe what I believe to be indications of animal entry/infestation..."

I kind of like that, so far. I think the best bet is to state approximately where, but then disclaim concealed areas:

"... in the attic; however these conditions may extend into concealed areas."

You can also state what you saw, such as feces, trails in the insulation, icky brown smears on the electrical wiring, traps, bait, and/or carcasses. Probably better if you do, but just the basics should be adequate. Now, why is this a problem?

"Vermin/animals will damage wiring, ducting, and piping by gnawing on the materials, gain access to wall cavities, foul these areas with feces/urine and may pose a health risk."

What are the recommendations? I like to put the current owner on the spot because they do have a duty to disclose. In particular, when there are traps or poison/bait nearby, because it indicates that someone knows. We cannot say for sure that it is the owner.

"I recommend consulting with the current owner for information regarding any known infestations and corrections. As inspections for wood-destroying organisms are covered by a "branch 3" license through the California Structural Pest Control Board, "termite" inspectors generally do not comment on the presence of animals, insects, general pests, etc. outside of their specific license. In any case, since I did find this evidence, it is possible that there is an active infestation or residual contamination and I advise consulting with a Structural Pest Control Board licensed "Branch 2" general pest control company for evaluation and corrections, as needed."

I get along well with the WDO inspectors in my area and am not interested in creating problems for them, so I do what I can to keep them off the hook. Finally, a disclaimer:

"This information is provided as a courtesy only and should not be considered an inspection for pests as described in the California Structural Pest Control Act."

This may still cross the line, and there are probably better ways of wording it, but by stating that the home inspector is a layperson (stole that one from Skip), not licensed for pest, and doing this as a courtesy, maybe it can keep me out of too much hot water.

Finally, since my report is basically a system-by-system style and I collect information during the inspection on a tablet, at the end of my pre-written comment, I will put a note in to remind me that I should also talk about this in other sections that could be affected. So, here, I would add a note to talk about this in the ****Heating/Ducting**** as well as ****Electrical/Wiring**** portions of the report. I will intentionally bold, asterisk, and misspell these to make them more visible and cause them to come up in spell-check in the event I miss seeing them as I am editing the report.

Many inspectors have not had problems making specific remarks about the presence of rodents, as well as specific remarks about WDO. I know a couple of HIs up here who regularly report on "termites", etc. But, why risk the fine and why take on more liability than we already do?

In conclusion, it looks as though we do have some obligation to try and let our clients know when critters have entered the building envelope and to provide direction. Signs of birds, bats, rat, mouse, as well as larger animals (possibly cat, raccoon, or 'possum) can be found in attics and much the same under homes. In those cases, I recommend modifying a comment to meet the specific situation.

Happy inspecting!

RESPONSE FROM GREGORY C. PYFROM, SR., ESQ., CREIA AFFILIATE MEMBER

I respond to the gentleman (Gunnar) who poses this factual issue. After 30+ years of representing home inspectors, here is my response:

1. I assume the facts as given.
2. I have not seen the home inspection contract. I assume that the CREIA Standards of Practice (SOP) apply

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unequivocally. I must assume that the contract has specific verbiage consistent with those SOP as to what applies and what does not. I know no insurance coverage for a pest issue.

3. The brief statement of facts says that pest issues exist. There is no evidence that a pest issue was visible at the time of the home inspection vs post inspection. Even if the “pest issue” was found immediately post close of escrow, this does not prove its existence at the time of the home inspection. This is a very important issue. Note: If there was a pest control inspection during the escrow, “where is the buyer’s reliance on the home inspector who is not retained to inspect for pests. There was no “reliance.” No reliance, no case and no viable lawsuit.

I now must go to a 2nd set of assumptions.

1. I must presume that there is a binding arbitration provision in the home inspection contract. If not, you have already made a mistake. You have the right to control your own destiny. When you do not have a binding arbitration provision, you place yourself under the dictates of the California Court System which may or may not be in your best interests. If you do not have a binding arbitration provision, you are bound by the California Code of Civil Procedure which may or may not accept your contract in the form it was intended.
2. Assuming you have a binding arbitration provision, is there a contract reservation adjudicating your Standards of Practice (SOP). You have the right under your contract to control the rules of the arbitration including who can be on the list of proposed arbitrators and who can’t. From the arbitration panel, the arbitrator is selected. If you control the arbitrator, you control the case.
3. Assuming you have a binding arbitration provision, you need to know its terms.
 - A. Understand. If your contract mandates the CREIA SOP, you are one step closer to success.
 - B. If your contract sets forth the entitle who is to arbitrate your case, you are even closer to controlling your case.
 - C. There are binding arbitration entities used nationally who state: “irrespective of state law, the terms and conditions of your contract apply. If you have such an arbitration service, any clause that states you do not opine as to any “pest control issue” specifically overrules any arbitrator’s finding to the contrary. Your contract controls. That is why the terms of your contract are so very important. That is why the SOP of CREIA must be part of your contract.

California Pest Control Act CPCA: The author of the original inquiry correct set forth the CPCA restrictive [Draconian] law which includes imprisonment. The CPCA bars your right to opine, then no opinion must be given. Be who you are, a home inspector. Assuming that the home inspection contract follows the SOP for CREIA, any issue outside those SOP is irrelevant and should not be given.

1. Next, I do not know what conditions were visible to the home inspector at the time of his inspection. I do not know if there was a termite inspection. As said above, if there was a termite inspection, the issue of “waiver and lack of reliance” applies. Both viable defenses.
2. What was not mentioned and of great import relates to a termite inspection. Every escrow that includes a “salable” mortgage (governmental/national entity) must have a termite inspection. If there was no termite inspection, the issue of waiver still applies. The CAR documents signed give fair warning of the inspections to take place. If there was a termite inspection, that’s their problem.

Summary: Assuming the facts above, on what basis is a claim being made? I do not see it.

Note, If the facts are different, my response may be different. This is a wake-up call to everyone to pay attention to your contract and SOP. Every year for the last 3 decades I have advised CREIA of the changes that should be made. Your current contract has a “get out of jail free card as to the statute of limitations which has been lowered from four (4) years to 1 year based on my “additional verbiage.” The same applies to a home inspector’s control of binding arbitration by controlling who is on the “panel list” and thus who will hear your case.

When asked why I have created a platform for eliminating less than knowledgeable binding arbitrators from even being place on a proposed panel for home inspections, I reply with this story from more than 20 years ago. I had a binding arbitration and a list of three (3) proposed binding arbitrators was selected by the plaintiff’s counsel. You are allowed to interview the proposed arbitrator. After reading his resume and seeing nothing to do with construction or real property, I posed this question:

“Sir, do you know what CREIA is” His response was: “Of course, it is the County locate north and west of Japan. It turned out that this lawyer specialized in family and maritime law. That is why I created the step by step approach to eliminate proposed arbitrators who are unqualified.

The State of California has made you a professional just like a doctor, CPA, or lawyer. A doctor, CPA or lawyer would never allow an unqualified specialist to be their binding arbitrator

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you do not have to either. You pay for insurance coverage, demand someone how knows your profession.

Observation comment assuming that a rodent was seen (live or dead) or rodent droppings **RESPONSE:**

1. **Alive or dead:** "state what you saw and not what you guessed." You are retained to opine on what you saw and not what was the cause. Example: you see what appears to be a dead mouse in a corner of the attic- what do you say: (1) if you know it is a dead mouse saw, "I saw what appeared to be a dead mouse in the corner." Nothing more and nothing less. The etiology of what you saw is outside your SOP, knowledge or expertise.

Or you could say: "While inspecting the attic I saw what appeared to be a small animal or debris which I could not fully identify. This was located behind the furnace. Contact the appropriate expert to investigate if you think it is appropriate during your escrow. An appropriate expert would be a "pest control inspector. Such an inspection is outside my expertise and the terms and conditions of my contract.

2. **The comment:** "We all pretty much comment on Rodents, pests or wood-destroying organism when we see it. It is very hard to ignore if obvious... Perhaps that is to our detriment, which is why I am asking for your opinion to help us in reporting."

No one asked you to comment. Your contract does not say you will comment. Going outside your SOP is not just for this issue but your entire inspection. You can say: (1) You can say what you saw. where it was found and if they want to investigate it any further, that investigation must be within the escrow. (2) Everything else is outside your SOP and opens you up to liability.

But if you see what appears to be rat/mice droppings you can say: While in the attic I saw what appears to be small animal droppings although I can't say for sure. "If this is a concern to you, contact a pest control or other expert of your choice during your escrow."

DO NOT BE SPECIFIC. SPEAK IN GENERALITIES. If you see ducting that is torn, you CAN'T KNOW WHEN IT HAPPENED OR WHO OR WHAT DID IT UNLESS YOU WERE THERE WHEN IT TOOK PLACE.

REASON: What if your COMMENTS ALTHOUGH logic were wrong. The buyer does not buy the home. The torn ducting occurred at the time of installation and the r/e climate changes with high interest rates. The buyer does not buy the property claiming your "erroneous comments which are outside your SOP. The house does not sell. YOU CAN BE SUED BY THE SELLER FOR NEGLIGENT MISREPRESENTATION. Since you went OUTSIDE the SOP, WHY SHOULD YOUR INSURANCE COMPANY INSURE OR DEFEND YOU? YOU AND YOUR FAMILY CAN BE LEFT "OUT IN THE COLD" BECAUSE YOU HAD TO SHOW YOU WERE SMARTER AND WENT OUT THE SOP.

TO BE SAFE, DO NOT OPINE OUTSIDE YOUR SOP FOR ANY REASON OR YOU COULD BE SUED BY BOTH SIDES OF THE TRANSACTION.

Be happy for who you are and what protections you have.

I welcome your comments.

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IN MEMORIAM
TERRY BROWN
11/02.1955 - 10/12/2021

Terry Brown, a longtime CREIA member and leader in the Sacramento chapter has passed due to complications from pneumonia. Terry is survived by his wife Kim, of 44 years and his children Nick and Kristen, and 2 grandchildren. Terry stopped inspecting last year and his entire family moved to Knoxville TN, to work together investing in real estate and vacation homes. His son Nick said, "CREIA was a big part of my dad's life and he genuinely loved being a part of your organization. The people he met there were more than just colleagues, they were his friends." Anyone that knew Terry would agree with that and all of us at CREIA mourn his passing. The immediate family is not planning a memorial at this time.

ORANGE COUNTY GROUP INSPECTION COMPLETE!

BY BILL BRYAN, CCI

For those who are working towards becoming a Certified CREIA Inspector, completing a group inspection is a requirement, designed to provide a hands on learning experience. On August 20, 2021, ten new CREIA Associates took another step towards their certification, when they completed a group inspection in Rancho Santa Margarita, CA.

Facilitated by Bill Bryan, CREIA Vice Chairman of the Board, President of the OC Chapter and 2021 CREIA Educator of the Year / Inspector of the Year and Brandon Glass, Vice President, OC Chapter, the Associates spent six hours inspecting the home in depth, in an event sponsored by CREIA Affiliate Spectacular Home Inspection Software.

The two story, 2600 square foot single family residence with a pool provided a great training opportunity, as the Associates were able to detect foundation and chimney issues; shortfalls with the HVAC system; pool operational and safety defects; and structural deficiencies with the deck. By utilizing the Spectacular Home Inspection software to document the group inspection as it was being performed, Bill was able to email the completed report to each of the Associates immediately after the inspection was complete. The report provides the Associates an additional learning opportunity, as they can gain a better understanding of how to document the defects they identified during the Inspection itself.

Training new Associates is a priority for CREIA's leadership, and Group Inspections are a great opportunity for hands on learning. If you're interested in participating in the next Group Inspection in your area, please contact CREIA for more information.

"The best part was that it was done in a group. To hear other questions from other perspectives is always a great learning experience. I also thought it was a great house to learn on with the added pool, deck." - Corrinne R.

"I really enjoyed that everyone was engaged. Always great to see many perspectives at once. The building of camaraderie amongst inspectors is my favorite part of joining CREIA and that was a good bonus to the day. I can't say that anything



jumps out as a least favorite part. It was a really valuable day all around." - Terry W.

"What I liked best was the start to finish explanation and the actual inspection. I don't think there is any better way to learn than actually being hands on. What would be great is to be able to have you ride along on an inspection on mine or anybody's and you watch us. I don't think there was much you could do better. Really appreciate you taking the time to help. I really want to learn and do a thorough inspection." - Kile H.

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Display advertising in the *Inspector Journal* shall comply with the criteria specified for display and classified advertising. Without prior consent, incorporate in a subsequent advertisement the fact that a product or service has been advertised in a CREIA publication. CREIA's acceptance of advertisements shall in no way imply a direct affiliation between CREIA and its advertisers. The appearance of advertising on any CREIA forum is neither a guarantee nor an endorsement by CREIA of the product, service, or company or the claims made for the product in such advertising. As a matter of policy, CREIA will sell advertising space to any advertiser when the content of the advertising does not interfere or directly conflict with the mission, policies, statements, objectives or interests of CREIA. CREIA, in its sole discretion, retains the right to decline any submitted advertisement or to discontinue posting of any advertisement previously accepted.

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The advertising deadline for the Spring edition is mid-April. The advertising deadline for the Fall edition is mid-October.

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Attention Members: If you have editorial ideas or would like to submit an article for Inspector Journal, please do so at anytime to the CREIA office at info@creia.org.

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ANNOUNCEMENTS

CREIA Virtual Chapter Meeting Saturday, November 13

How to Assess Your Business to Maximize Profits
with Brian Hannigan



Brian Hannigan has been “Helping Inspectors Succeed” since 1997. Brian has helped individual inspectors, associations and schools succeed in marketing, education and pricing solutions. He was honored as being named one of the 25 Most Influential Individuals in The First 25 Years of CREIA and has also won CREIA’s Chairman’s award. Brian has traveled the country educating inspectors on many different topics over the past 24 years. His Message Board, InspectionNews.net, is home to over 12,000 members. Brian also teaches Relationship Marketing which is designed to significantly increase referral business along with customer appreciation and retention.

CREIA STORE ITEMS



CREIA is partnering with a new provider of merchandise for shirts, hats, backpacks and more that may be embroidered with the CREIA logo.

Also, there are many items available to you at the CREIA store! We

have Comfort Crawl gloves, Bahama type Camp Shirts, Stationery Work lights, Pool Safety Brochures and Coding Books.

CREIA Store

Click on the Store Icon under Quick Links

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