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## **INSPECTION AGREEMENT**

This is intended to be a legally binding contract, please read it carefully.

**INSPECTION PROCESS.** This inspection, along with any subsequent re-inspections of the property conditions, is performed in accordance with the STANDARDS OF PRACTICE for **OREGON CERTIFIED HOME INSPECTORS**, included as part of the inspection report. These guidelines are intended to provide the client with a better understanding of the property conditions, as observed at the time of the inspection. It is not intended to reflect the value of the premises, nor make any representation as to the advisability of purchase. The report expresses the personal opinions of the inspector, based upon his visual impressions of the conditions that existed at the time of the inspection. The inspection and report are not intended to be technically exhaustive, or to imply that every component was inspected, or that every possible defect was discovered. No disassembly of equipment, opening of walls, moving of furniture, appliances, or stored items, or excavation was performed. The inspection process is a general, non-invasive visual inspection subject to limitations. All components and conditions which by the nature of their location are concealed, camouflaged, or difficult to inspect are excluded from this report.

**LIMITATIONS.** Systems and conditions which are not within the scope of this inspection include, but are not limited to: formaldehyde, lead paint, asbestos, toxic or flammable materials, mold and other environmental hazards; pest infestation, playground equipment, efficiency measurement of insulation or heating and cooling equipment, internal or underground drainage or plumbing, any systems which are shut down or otherwise secured; water wells (water quality and quantity) zoning ordinances; intercoms, security systems, heat sensors, cosmetics or building code conformity. Any general comments about these systems and conditions are informational only and do not represent an inspection.

**REPORT.** The report is an **opinion** of Inspectek West, Inc. based on a general, non-invasive visual inspection. The report should not be construed as a compliance code inspection of any governmental or non-governmental codes or regulations. The report is **not intended to be a warranty or guarantee** of the present or future adequacy or performance of the structure, its systems, or their component parts. The report is **not a warranty of guarantee** as to the absence of roof leaks, wood destroying insects, or other defects of any type. This report does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the property and it should not be relied upon as such. Any opinions expressed regarding adequacy, capacity, or expected life of components are general estimates based on information about similar components and occasional wide variations are to be expected between such estimates and actual experience. **The report is non-transferable.** This report is confidential. The Client may not assign, transfer or sell this report to any third party. The Client is the only person intended to use this report. Inspectek West, Inc. will not be liable to any third party who obtains or relies on this report.

**NO CONFLICT OF INTERSETS.** Inspectek West, Inc. certifies that their inspectors have no interest, present or contemplated, in this property or its improvement and no involvement with the tradespeople or benefits derived from any sales or improvements. To the best of our knowledge and belief, all statements and information in this report are true and correct.

**DISPUTE RESOLUTION.** All disputed claims, counterclaims, defenses, and other issues (including those based on contract, tort, negligence, or any other legal theory) related in any way to this inspection agreement or Inspectek West, Inc.'s inspection services shall be settled by binding arbitration in accordance to the laws of the State of Oregon, unless the parties mutually agree otherwise. In the event of a claim, the Client will allow Inspectek West, Inc. to inspect the claim prior to any repairs or waive the right to make a claim. The Client agrees not to disturb or repair or have repaired anything which may constitute evidence relating to the complaint, except in the case of an emergency.

**PAYMENT.** PAYMENT OF THE INSPECTION FEE IS DUE UPON THE COMPLETION OF THE INSPECTION. If the inspection fee is not paid in full within 10 days after the delivery of the report, there will be a late

fee of \$75.00 and in addition interest shall accrue on the unpaid portion of the inspection fee at a rate of 1.5% per month (Eighteen Percent (18%) per Annum), from the date of delivery of the report until paid.

**LIMITATIONS OF LIABILITY.** By signing below, the Client understands and agrees that Inspectek West, Inc. is not an insurer and that the inspection and report are not intended to be, or construed as, a guarantee or warranty of the adequacy, performance or condition of any structure, item, or system at the property address. By signing below, the customer hereby releases and exempts Inspectek West, Inc. and its agents and employees from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage or personal injury of any nature. In the event that Inspectek West, Inc. and/or its agents are found liable due to breach of contract, breach of warranty, negligence, negligent misrepresentation, negligent hiring or any other theory of liability, then the liability of Inspectek West, Inc. and its agents and employees shall be limited to the amount of \$800.00. The Client requests the visual inspection of readily accessible areas of the structure. This inspection is limited to visual observation existing at the time of the inspection. (If this is a joint purchase, signer represents actual authority to sign for both parties.)

X

Client Signature

**LIMITED WOOD DESTROYING INFESTATION REPORT.** Oregon law and the Oregon Standards of Practice for home inspections **exclude** information on wood destroying insects. If the customer requests inspection for wood destroying insects be included with this inspection, that portion of the inspection will be conducted using the guidelines and restrictions of the **Pest Control Industry**. Findings will be reported on a separate **Wood Destroying Insect Infestation Inspection Report**. The Client understand that he/she may only obtain a warranty for wood destroying organisms from a licensed Pest Control Operator after full removal of all insulation and offending areas by a Contractor and chemical treatment of the premises by a licensed Pest Control Operator. The information about the presence of wood destroying organisms, and their causes, is limited to visual observations and appears on this report for informational purposes only. **Inspectek West, Inc. advises all clients to obtain a separate wood destroying organisms inspected by a licensed Pest Control Operator.**

<b>Not Included:</b>	<b>Included in this Inspection:</b>	<b>Fee:</b>
Inspector's Initial	Inspector's Initial	

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**COST OF INSPECTION: \$**

**COST OF RE-INSPECTION: \$**

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**Customer's Statement:** I, the customer, have not been coerced to sign this document and understand I have no obligation to Inspectek West, Inc., for any expenses incurred for this inspection, until this agreement is signed and initialed in all the appropriate places. (Agreement includes General Requirements and Limitations, Standards of Practice, Standards of Behavior, Inspection Agreement, and Limitation of Liability.) I have received a copy of "Summary: Oregon Home Inspection Certification Law (ORS 701)", have read and understand the contents. I have also read, understand and agree to all the terms and conditions in this Inspection Agreement and Limitation of Liability.

Print Name

Client's Signature

Inspection Site Address

City, State, Zip

**Disclosure to Others:**

The customer requests that a copy of this report be made available to Real Estate Agent or other person with a need to know.

Yes: \_\_\_\_\_ No: \_\_\_\_\_

**INSPECTEK WEST, INC.**

**Report #**

**REPORT BY:**

Inspector's Name, Signature and OCHI#

Date of Inspection

