

FENNER HOME INSPECTIONS

Portland, Oregon 503-970-5169 CCB# 153053 OCHI# 1003

INSPECTION SERVICES CONTRACT

Property address: _____ City: _____ State: _____

Client(s): _____ Date: _____

Mailing Address: _____

Phone: _____ Email: _____

THIS IS A LEGALLY BINDING CONTRACT between Fenner Home Inspections (FHI) and the Client (listed above), Client's spouse, domestic or business partner, or co-purchaser(s). FHI agrees to conduct a **visual, general, and non-invasive** inspection of the primary structure on the property or unit identified above, subject to the terms and conditions of this contract. This inspection will be conducted in accordance with applicable standards and practices set forth in Oregon rules and statutes **with exceptions as listed in this contract**. By signing below, Client acknowledges receipt of a printed or electronic copy of *Summary of Oregon Home Inspection Certification Law (ORS 701)* Client agrees that an electronic report (PDF) fulfills the requirement for a written report. **THIS REPORT IS INTENDED ONLY FOR THE USE OF THE PERSON PURCHASING THE HOME INSPECTION SERVICES. NO OTHER PERSON, INCLUDING A PURCHASER OF THE INSPECTED PROPERTY WHO DID NOT PURCHASE THE HOME INSPECTION SERVICES, MAY RELY UPON ANY REPRESENTATION IN THE REPORT.** Unless otherwise directed, Client authorizes FHI to provide a copy of the inspection report to their agent or representative.

Type of inspection services contracted for (check one):

_____ Regular home inspection as outlined in OAR 812 and ORS 701 with exceptions as listed below in this contract. This inspection includes an inspection for visible wood destroying organisms. For attached residences, common spaces, components, and systems are not inspected. It is the client's responsibility to ascertain any designated shared financial or maintenance responsibilities.

_____ Inspection of the interior components of a unit only, including an inspection for wood destroying organisms visible in the interior only. This inspection does not include all items outlined in OAR 812 and ORS 701. The exterior, roof, foundation and other systems may be governed by a Home Owners Association or other maintenance agreement

_____ Limited item inspection only, the inspection is limited to the items listed in the report. This inspection does not include all items outlined in OAR 812 and ORS 701.

Fee for this inspection: \$ _____. Fee for reinspection if requested: \$ _____

Unless other arrangements are made, Client agrees to submit full payment to FHI within 5 days of the date on this contract. If fee is not paid within 5 days, a \$50 Late Fee shall be added to the balance. Returned checks will be charged a \$50 processing fee.

Scope of Inspection: The inspection is **LIMITED TO READILY VISIBLE AND SAFELY ACCESSIBLE** installed systems and components as they exist at the time of the inspection. The inspector does not move insulation, personal items, furnishings or equipment; and the inspector will not open panels or access areas that are blocked, nailed, or sealed shut. Items excluded or not required under Oregon Law are not inspected. The scope of the inspection is further limited to the items that appear in the report. The report contains the opinion of the inspector, not any representation of fact. **THE REPORT IS NOT A WARRANTY, GUARANTEE OR INSURANCE POLICY.**

Exclusions: Items and conditions outside the scope of this inspection include but are NOT limited to:

- Environmental hazards including, but not limited to: mold, mildew, fungus, bacteria, asbestos, lead, radon, urea-formaldehyde, PCBs, carbon monoxide or other contaminants, chemicals, or pollutants. No inspection or determination is made of water, soil or air quality.
- Condition of heat exchanger(s) in any fuel-burning appliance, and all solid fuel heating devices.
- Enclosed wall, floor, ceiling, or other cavities and their components therein.
- Identification or evaluation of any fuel storage tank(s) either above or below ground.
- Structural engineering, seismic assessment, evaluation of soils, site stability, drainage or other geologic or geotechnical conditions.
- The property's compliance or non compliance with zoning, codes, regulations, restrictions, and permitting and inspection processes.
- Detached buildings or structures including detached garages and sheds and all fences.
- Roofs not safely accessible from a 16' ladder or any roof that could be damaged if accessed or where it may be unsafe for the inspector for any reason, as determined solely by the inspector.
- Attics, and the systems within, which lack proper walking surfaces or are inaccessible from a 6' step ladder.
- Pools, hot tubs, spas, saunas, ponds, fountains, or other recreational or landscape features and equipment.
- Public or private water supplies or waste disposal systems, irrigation or sprinkler systems, sewage ejection pumps, sump pumps, drainage systems or fire suppression systems.
- Underground or otherwise unseen pipes or wires of any type, or their connections.
- Exterior insulated finish systems (EIFS) or other type of synthetic stucco surfaces.
- Integrity of thermal or double pane window seals.
- Low voltage wiring and their related systems and battery powered systems including but not limited to: security systems, telephone systems, intercoms, cable, data, timers, antennae, satellite systems, TV, smoke detectors, fire alarms, Carbon Monoxide detectors,

INSPECTION SERVICES CONTRACT

Indemnity: Client agrees to defend, with counsel of FHI's choice, and hold harmless FHI, its officers, inspectors, employees, and agents, from any and all claims, causes of action, liability, damages, losses, or injuries of any kind, brought by any third party, arising out of this Inspection Services Contract or the inspection services. This indemnity includes, without limitation, claims based on contract, tort (such as negligence), or statute(s). This indemnity includes, without limitation, any third-party claims arising out of a defective condition of the property or the inspection services provided under this Inspection Services Contract.

Severability: It is agreed between client and FHI that if any proper authority determines any portion of this contract to be invalid, then the remainder of the contract shall remain in full force and effect.

Reinspections: If a reinspection is requested or required for any reason, it will be billed at an additional amount, and any reinspection report will become part of the entire report and will be governed by this contract.

Access: Client guarantees that permission to enter and inspect the property has been obtained, either by themselves or their agents.

Subsequent Events, Right to Reinspection: If Client discovers or is informed of defects or other adverse conditions in the inspected systems or components of the inspected structure that were not discovered by the inspector, or if Client receives information that is inconsistent with the inspection report, then Client agrees to IMMEDIATELY notify FHI, and provide all documentation and any claims in writing. Client agrees, unless an actual emergency exists, not to remedy or allow any alteration of alleged defect until FHI has had an opportunity to reinspect the structure and provide an explanation. If any alterations, corrections, or other work is performed prior to a reinspection, Client thereby waives any claim or opportunity to make a claim against FHI.

Client's Duty: Client agrees to promptly read the entire written report and to promptly call the inspector with any questions or concerns prior to releasing inspection contingencies in the purchase agreement. Client acknowledges that the inspector is a generalist and further evaluation of reported conditions by appropriate specialists may provide information that affects the client's purchase decision. Client agrees to obtain further evaluation of reported conditions prior to removing inspection contingencies in the purchase agreement and prior to the close of the transaction.

Statute of Limitations: Client agrees that no action may be brought against FHI, its officers, inspectors, employees or agents to recover damages after one year from the date on the report. **CLIENT UNDERSTANDS THAT THIS IS A LIMITATION OF THEIR RIGHTS.** INITIALS _____ / _____

Dispute Resolution: In the event of a dispute between Client and FHI, its officers, inspectors, employees or agents, arising from this Inspection Services Contract or the inspection services, it is agreed that Client will submit the entire dispute as a claim to the Oregon Construction Contractors Board (CCB) for purposes of mediation. If that mediation does not resolve all disputed issues then Client and FHI agree to forego trial and instead either party may initiate an action for arbitration with Construction Arbitration Services Inc. of Clinton Township, MI, at the initiating party's expense. In arbitration and mediation the inspection shall be judged against the *Standards of Practice* as published by the CCB and with limitations as outlined in this contract. The decision of the arbitrator shall be final and binding. **CLIENT AGREES TO WAIVE THEIR RIGHT TO A TRIAL.** INITIALS _____ / _____

Limitation of Liability: **Client assumes the risk of all losses greater than the inspection fee.** FHI performs an efficient visual inspection of the primary structure and systems and delivers a report in a prompt fashion at an affordable cost. Client acknowledges that to do this, FHI does not guarantee or warrant the structure and is not an insurer against any losses or problems. As such, **this is a Limited Liability Inspection. This is the only type of inspection performed by FHI. If client desires an inspection with higher liability limits they must contract with a different inspection company.** Client agrees that if any part of an inspection by FHI, its officers, inspectors, employees or agents is negligently or improperly performed, or if FHI breaches this contract, or if detrimental property conditions are not discovered, or if mistakes or omissions are made in the inspection or reports, then **FHI's liability, and that of its officers, inspectors, employees, and agents, for any resulting damages to Client will be limited to the fee paid under this Inspection Services Contract.** After refund of the inspection fee paid by Client, FHI, its officers, inspectors, employees, and agents shall have no further liability of any kind to Client. **CLIENT UNDERSTANDS THAT THIS IS A LIMITATION OF THEIR RIGHTS.** INITIALS _____ / _____

Acceptance of this Agreement: This is the only and final contract between Client and Fenner Home Inspections. No oral agreements, representations, or understandings exist outside this contract. This contract can not be modified except in writing, and signed by an officer of FHI and Client. By signing below Client certifies that he or she has read in full and understands the conditions of this contract, and agrees to all terms and conditions in this contract. **CLIENT UNDERSTANDS THAT THE TERMS AND CONDITIONS IN THIS CONTRACT LIMIT THE CLIENT'S RIGHTS, AND LIMIT THE LIABILITY OF FENNER HOME INSPECTIONS.**

Client: _____ Date: _____

Client: _____ Date: _____

Inspector: _____ Date: _____