

CCB: 216690 OCHI: 2027



ActiveInspecting.com 971-285-5135  
Andy@ActiveInspecting.com Milwaukie, OR

## ACTIVE HOME INSPECTION SERVICES LLC

Milwaukie, Oregon 971-285-5135 CCB# 216690 OCHI# 2027

### INSPECTION SERVICES CONTRACT

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**Property address:** 12345678 St Portland, Oregon 97206

**Client(s):** Anonymous Customer

**Date:** Friday, August 18, 2017

**THIS IS A LEGALLY BINDING CONTRACT:** between Active Home Inspection Services LLC ("AHI") and the Client (listed above), Client's spouse, domestic or business partner, or co-purchaser(s) (collectively the "Client"). AHI is licensed by the CCB and 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 Inspection Services Contract ("Contract"). This inspection will be conducted in accordance with applicable standards and practices set forth in Oregon Administrative Rules, Chapter 812, Division 8, **except as provided in this Contract**. By signing below, Client acknowledges receipt of a printed or electronic copy of *Home Inspection Consumer Notice*. 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 MADE IN THE REPORT.**

Unless otherwise directed, Client authorizes AHI to provide a copy of the inspection report provided under this Contract (the "Report") to their agent or representative. Client agrees that images of their subject property, which do not identify the Client, may be used in AHI electronic or print publications. **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. For attached residences; common spaces, components, and systems are not inspected. It is the client's responsibility to ascertain and evaluate any shared financial or maintenance responsibilities and associated governing organizations such as an HOA (Home Owners Association).

Condo/Interior-only. Inspection of the interior components of a unit only. This inspection does not include all items outlined in OAR 812 and ORS 701. It is the client's responsibility to

ascertain and evaluate any shared financial or maintenance responsibilities and all issues handled by associated governing organizations such as an HOA (Home Owners Association).

\_\_\_\_\_ 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: \$0 (the "Original Fee"). A limited item re-inspection, if requested, costs the Original Fee minus \$200. Unless other arrangements are made, Client agrees to submit full payment to AHI at the time of the inspection. If fee is not paid within 5 days of the inspection, a \$50 late fee shall be added to the balance. Client will be charged an additional \$50 processing fee for any returned check.

**Scope of Inspection :** The inspection is LIMITED to installed systems and components as they exist at the time of the inspection AND ARE READILY VISIBLE & ACCESSIBLE IN A SAFE & TIMELY MANNER AS DETERMINED SOLELY BY THE INSPECTOR. The inspection does not include a wood destroying organism inspection. The inspector does not move insulation, personal items, furnishings or equipment; the inspector will not open panels or access areas that are blocked, fastened, or sealed shut, and the inspector will not risk his health and safety to access any area including constricted attics and crawlspaces. Items excluded or not required under Oregon Law (OAR 812-008-0204 General Exclusions) 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 and systems therein.
- Identification or evaluation of: below ground fuel storage tank(s).
- Structural engineering, seismic assessment, soil evaluation, site stability, subsurface drainage or other geotechnical conditions.
- The property's compliance or non compliance with zoning, codes, regulations, restrictions, and municipal permitting processes.
- Detached buildings or structures including decks, garages, sheds, workshops, play structures, fences, and animal compounds.
- Roofs not safely and readily accessible, 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 secured, upright walking surfaces or are not safely accessible as determined solely by the inspector.
- 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, 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, and carbon monoxide detectors.

**Indemnity:** Client agrees to indemnify, defend, with counsel of AHI's choice, and hold harmless AHI, its officers, inspectors, employees, managers, members, and agents, from any and all claims, causes of action, liability, damages, losses, or injuries of any kind (including, without limitation, costs, expenses, and reasonable attorneys' fees whether for appeals or otherwise, in connection therewith), brought by any third party, arising out of this Contract or the inspection services provided under this Contract. 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 Contract.

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

**Re-inspections:** If a re-inspection is requested or required for any reason, it will be billed at an additional amount, and any re-inspection 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 Re-inspection:** 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 AHI, 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 AHI has had an opportunity to re-inspect the structure and provide an explanation. If any alterations, corrections, or other work is performed prior to a re-inspection, Client thereby waives any claim or opportunity to make a claim against AHI.

**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 or suspected conditions prior to removing inspection contingencies in the purchase agreement and prior to the close of the transaction.

**Attorneys Fees:** With respect to any dispute relating to this Contract, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Contract, including, without limitation, any proceeding under the

U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or other proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

**Statute of Limitations:** Client agrees that no action may be brought against AHI, 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.**

**Dispute Resolution:** In the event of a dispute between Client and AHI, 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 claims then Client and AHI agree to forgo trial and instead either party may initiate an action for binding arbitration with the Arbitration Services of Portland at the initiating party's expense. Mediators and arbitrators shall be experienced in home inspection and 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 THESE TERMS AND TO WAIVE THEIR RIGHT TO A TRIAL.**

**Disclaimer:** **Client assumes the risk of all losses greater than the inspection fee.** AHI 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, AHI does not guarantee or warrant the structure or systems 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 AHI. If client desires an inspection with higher liability limits they must contract with a different inspection company.**

**EXCEPT AS PROVIDED IN THIS CONTRACT, THE SERVICES FURNISHED UNDER THIS CONTRACT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXPRESS, IMPLIED OR STATUTORY; INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS CONTRACT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED.**

**LIMITATION OF LIABILITY: BOTH PARTIES AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY, LOSS OF BUSINESS, PROFITS, ANY OTHER LOSS, OR FROM NEGLIGENCE OR STRICT LIABILITY), ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES. CLIENT'S EXCLUSIVE REMEDIES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTIONS WHETHER IN**

**CONTRACT, TORT INCLUDING NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE DOLLAR AMOUNT THAT CLIENT PAID TO AHI UNDER THIS AGREEMENT.**

**CLIENT UNDERSTANDS THAT THIS IS A LIMITATION OF THEIR RIGHTS.**

**Acceptance of this Agreement:** This is the only and final Contract between Client and AHI. No oral agreements, representations, or understandings exist outside this Contract. This Contract cannot be modified except in writing, and signed by an officer of AHI 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 also acknowledges that life and homes are full of risks and hazards and the inspector cannot reasonably identify them all. Furthermore, the client must take personal responsibility to monitor and maintain the Property and to exercise proper care to avoid injury or damage to all persons and property.

**CLIENT UNDERSTANDS THAT THE TERMS AND CONDITIONS IN THIS CONTRACT LIMIT THE CLIENT'S RIGHTS, AND LIMIT THE LIABILITY OF ACTIVE HOME INSPECTION SERVICES LLC.**

By Acknowledging this Agreement you confirm that you have read, understood and accepted the terms and conditions of this Agreement.



Inspector Signature:

Date: 10/27/2017

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_