

**Nonprofit Home Inspections  
Pre-Inspection Agreement**

**Client's Name:** \_\_\_\_\_ **Inspector's Name:** Charles Lewis  
**Date of Inspection:** \_\_\_\_\_ **Inspector's Licenses:** Oregon Certified Home Inspector # 1740 (CCB # 204515)  
Washington Licensed Home Inspector # 1561  
**Property Address:** \_\_\_\_\_ **Company's Address:** 4127 NE 57<sup>th</sup> Avenue, Portland, Oregon 97218  
Tel: 844-WHY-INSPECT (844-949-4677)  
**Inspection Fee: \$** \_\_\_\_\_ E-mail: charles@nonprophomeinspections.org

**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.**

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the property address indicated above. The terms below govern this Agreement.

1. The fee for our inspection and any additional services requested is payable in full prior to the start of the inspection. The fee is for one trip to the property. Additional charges will apply for return trips. Inspections terminated onsite due to any reason including the absence of utility service will be billed the entire inspection fee.
2. We will perform a visual inspection of the home / building referenced above and will provide you with a written report identifying the defects that we (1) observed and (2) deemed material. The report is only supplementary to the seller's disclosure which may be required by law. The inspection is designed to identify material defects visible in the systems, structures, and components of the building referenced above on the day of the inspection. A material defect is a condition that SIGNIFICANTLY affects the habitability or safety of the building. Systems not listed in the report are excluded. It should not be assumed that a system excluded entirely from the report is free from defects. The report does not hold older structures to current standards or codes. Structures are evaluated according to the era in which they were built.
3. It is the goal of the inspection to put a home buyer in a better position to make a buying decision. Because of the limitations of a home inspection, not all defects may be identified. Unexpected repairs should still be anticipated. This inspection is not intended to be technically exhaustive nor is it considered to be a GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE CONDITIONS OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED ON AS SUCH. The Inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components, or the contents therein.
4. The home inspection report does not assign significance to defects that are identified. Each client's budget and capacity to repair defects is different. The Inspector cannot know what defects will be considered significant by each client. The client should therefore consider all defects as significant and obtain quotations for repair prior to the end of the contingency period. By failing to act on the Inspector's recommendations prior to the end of the contingency period, the client assumes any and all liability for any damages caused by failing to act.
5. Client has chosen to obtain the services of a home inspector as a compromise between hiring individual experts to evaluate each component of the subject dwelling at great expense, and a more efficient and less expensive service. The services provided by a home inspector are not as exhaustive as those provided by experts in the numerous components and systems of a structure. Client further agrees that due to the limitations of a home inspection as defined by industry standards, an expert in a particular field may identify defects that are not identified by a home inspector. Client agrees that it is unreasonable to hold the home inspector to the same standards as multiple experts who would perform exhaustive testing and that some defects will not be found. A home inspection is also NOT intended to find every non-significant defect that falls under normal homeowner maintenance.
6. Unless otherwise inconsistent with this Agreement or not possible, the Inspector agrees to perform the inspection in accordance with the standards of practice established by the state in which the home inspection takes place (Washington

or Oregon). These standards of practice may be found at <http://app.leg.wa.gov/WAC/default.aspx?cite=308-408C> and at <http://www.oregon.gov/CCB/Documents/pdf/Home%20Inspector%20Standards.pdf>. You understand and agree by signing that these standards of practice contain certain limitations, exceptions, and exclusions. These standards of practice shall be considered an integral and necessary component of this agreement. Any comments in the report about systems, items or conditions that are excluded by the state's standards of practice are informal only and DO NOT represent an inspection.

**7. LIMITATIONS, EXCEPTIONS AND EXCLUSIONS:** Hiring a home inspector is not a substitute for hiring certain specialists. Excluded from this real estate inspection is any system, structure, or component of the structure which cannot be inspected due to circumstances beyond the control of Inspector (such as no utility service), or which Client has agreed is not to be inspected. In addition to concealed defects, the following are excluded from the scope of this real estate inspection unless specifically agreed to in writing:

- Determining compliance with each manufacturers' specifications, researching building codes for the year built or modified, ordinances, regulations, covenants, or other restrictions (such as HOA rules), including local interpretations thereof.
- Obtaining or reviewing information from any third-parties including, but not limited to: government agencies (such as permits), component or system manufacturers (including product defects, recalls or similar notices, unless agreed to in writing), square footage, contractors, managers, sellers, occupants, neighbors, consultants, homeowner or similar associations, attorneys, agents or brokers.
- Code compliance, geotechnical, engineering, structural, architectural, geological, hydrological, land surveying, earth movement or soils-related examinations.
- Examination of conditions related to animals, rodents, insects, wood-destroying insects, organisms, mold, and mildew or the damage caused thereby. Mold determination is not part of this inspection. If evidence of unidentified stains is noted, a specialist should be consulted to determine type. Mold has been known to cause health risks.
- Refrigerators of any kind, washers/dryers, and certain factors relating to any systems, structures, or components of the building, including, but not limited to: Recalls, adequacy, efficiency, durability or remaining useful life, costs to repair, replace or operate, fair market value, marketability, quality, or advisability of purchase.
- Dismantling of any system, structure, or component, or perform any intrusive or destructive examination, test or analysis. The Home Inspector is limited to evaluating components from standard service or access covers.
- Examining or evaluating fire-resistive qualities of any system, structure or component of the building.
- Lifting any roof tiles or shingles, or walking on tile roofs, wet roofs, or roofs over 15 feet from the ground.
- Systems, structures, or components of the building, which are not permanently installed (such as refrigerators, washer/dryer, window AC, etc) or part of the main house, unless evaluation is requested by client and specifically identified in the written inspection report.
- Common areas, or systems, structures, or components thereof, including, but not limited to, those of a common interest (HOA).
- Examining or evaluating the acoustical or other nuisance characteristics of any system, structure, or component of a building, complex, adjoining properties, or neighborhood (dogs, aircraft, etc.)
- Operating or evaluating low voltage electrical, antennas, security systems, cable or satellite television, telephone, remote controls, radio controls, timers, watering timers, intercoms, computers, computer networks, photo-electric, motion sensing, or other such similar non-primary electrical power devices, components, or systems.
- Evaluation of any pool, spa, sauna, solar hot water, solar electric, barn, fence, irrigation system, guest house, or structures other than the main building unless agreed to in writing and included in the report.
- The effectiveness of any locks on doors or windows, the operation of keys in locks, or reporting on which locks are keyed similarly.
- Examining or operating any sewage disposal system or component including, but not limited to: septic tanks and/or any underground system or portion thereof, or ejector pumps for rain or waste.

- Environmental evaluation and inspection. The home inspection does not determine the presence of lead, radon, mold, PCB's, mildew, urea formaldehyde, asbestos, sulfur, contaminated drywall, Chinese drywall, or other toxins in the building, ground, water or air; or conditions, including, but not limited to, toxic, reactive, combustible, corrosive contaminants, wildfire, geologic or flood. Testing for environmental contaminants is not part of a home inspection.

8. Services for inspecting or evaluating the excluded items listed above may be available from the Inspector or from 3rd party specialists for an additional fee. The inspection report may contain recommendations for further evaluation by qualified 3rd party. Client agrees to hire 3rd parties at Client's own expense.

9. Unless otherwise requested and paid for with an additional fee, we will NOT test for the presence of radon, a harmful gas, and we will NOT test for mold. Unless otherwise indicated in writing, we will not test for compliance with applicable building codes or for the presence of or any potential dangers arising from the presence of mold, asbestos, lead paint, soil contamination, air quality, or other environmental hazards or violations.

10. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. This report remains the intellectual property of Nonprofit Home Inspections. A license is granted to you to use this report solely for the evaluation of this home / building only. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and / or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us.

11. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases except those components / issues related to the performance of our duties as licensed Structural Pest Inspectors in Washington, **OUR LIABILITY IS LIMITED TO LIQUIDATED DAMAGES IN AN AMOUNT NOT GREATER THAN THE FEE YOU PAID US.** You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home / building. You acknowledge that this liquidated damages is not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee.

12. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for additional services shall be in a separate writing.

13. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against the Inspector / Inspection Company, its officers, agents or employees more than one year after the date of the subject inspection.

14. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. In any action against us, you waive trial by jury.

15. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees.

16. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

17. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

18. You may not assign this Agreement.

19. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this agreement.

20. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

21. We occasionally use photographs, thermal images, narratives, and other information derived from inspections to inform the public about the importance of home inspection services. By signing this agreement, you irrevocably grant us and our duly appointed agents the absolute right and permission to copyright and/or publish or use photographs, thermal images, narratives and other information derived from the inspected property for art, advertising, or any other lawful purpose whatsoever. You also grant us the same right and permission to use any statements or testimonials made by you.

22. The Inspector uses Thermal Imaging to aid in finding anomalies in the structure that are inconsistent with the age of the home. The Inspector makes no claim that Thermal Imaging can predict leaks, identify old inactive leaks, or that it is a moisture detector. It is a tool that shows the inspector variations in surface temperature that may indicate the presence of moisture. This test is not exhaustive in nature and is not a leak test. The Inspector makes no claims that the use of Thermal Imaging will find all leaks, or those which have not yet caused the surface material to become wet.

23. FORCE MAJEURE: Company is not liable for damages as a result of Acts of God (including fire, flood, earthquake, storm, earth movement, hurricane or other natural disaster), war, terrorism, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, gas, internet or telephone service.

24. By your signature below, you attest that you have received a copy of the Oregon Home Inspection Consumer Notice provided in accordance with OAR 812-008-0202 (2)(d), and a copy of the Oregon standards of practice and behavior for Oregon home inspectors and inspections: OAR 812-008-0200 through OAR 812-008-0214 or a copy of the Washington State Standards of Practice for Home Inspectors (Chapter 308-408C WAC).

25. **If you would like a large print version of this Agreement before signing it, you may request one by emailing us.**

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

**Client:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Client's signature

**Nonprofit Home Inspections**

\_\_\_\_\_ Date: \_\_\_\_\_  
By: Charles Lewis