

PRE-INSPECTION AGREEMENT

Subject Property to be Inspected:

Inspection Date:

Inspection Time:

Client(s) Name:

Inspector's Name/Company:

Inspector's Licenses:

Inspector's Address:

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS PROVISIONS THAT LIMIT YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. IF YOU HAVE ANY QUESTIONS REGARDING THE TERMS OF THIS PRE-INSPECTION AGREEMENT YOU SHOULD DISCUSS THEM WITH THE INSPECTOR AND/OR A LAWYER PRIOR TO SIGNING THIS AGREEMENT.

The Client authorizes **Nonprofit Home Inspections** hereinafter referred to as "the Company", to provide the following inspection services at the above identified Subject Property, and agrees to pay the price stated to the Company for the performance of the inspection(s) and issuance of the inspection report(s).

Inspection Services/Fees: \$

(Only those services invoiced and paid for will be provided.)

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.

LIMITATIONS AND EXCLUSIONS OF THE HOME INSPECTION, ANCILLARY SERVICES AND REPORT

CLIENT AND COMPANY (Company is also defined to include any and all inspectors who perform the contracted-for inspections as an employee of the Company) agree to the following terms and conditions:

1. Client Attendance and Permission to Access and Document Subject Property: The Client acknowledges that Client and/or any authorized representative has been encouraged to attend and participate in the inspection and recognizes that failure to do so may result in less than a complete understanding of the findings. The Client further acknowledges that such participation is at the Client's own risk. If the client cannot attend the inspection, the Client is encouraged to ask the Inspector for clarification on any issue prior to the end of the contingency period. The Client warrants that permission has been secured for the Company to enter, inspect and document the Subject Property. The Company will use cameras and audio/visual recording devices on site.

2. Standards of Practice: The Company agrees to perform a limited visual inspection of the systems and components included in the inspection as they exist at the time of the inspection and for which a fee has been paid. Unless otherwise inconsistent with this Agreement or not possible, the Company 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> (for Washington) and at <http://www.oregon.gov/CCB/Documents/pdf/Home%20Inspector%20Standards.pdf> (for Oregon). The inspection is limited by the exceptions and exclusions as contained in the applicable Standards of Practice and this Agreement. The applicable Standards of Practice shall be considered an integral and necessary component of this Agreement. **ANY COMMENTS IN THE INSPECTION REPORT ABOUT SYSTEMS, ITEMS OR CONDITIONS THAT ARE EXCLUDED OR NOT REQUIRED BY THE STATE'S STANDARDS OF PRACTICE OR THIS AGREEMENT ARE INFORMAL ONLY AND DO NOT EXPAND THE SCOPE OF THIS INSPECTION NOR THE INSPECTOR'S RESPONSIBILITIES.**

3. Definitions and Purpose of the Inspection: Home inspection means a limited visual, non-invasive inspection, conducted for a fee or any other consideration, and performed without moving personal property, furniture, equipment, plants, soil, snow, ice or debris, using the mandatory equipment and including the preparation of a home inspection report of the accessible elements of the following systems and components of a residential building: structural; exterior; roofing; plumbing; electrical; heating; cooling; interior; insulation; and ventilation, fireplaces and solid fuel burning appliances, as described more fully in the applicable state specific Standards of Practice, but excluding recreational facilities and outbuildings other than garages or carports. The purpose of the home inspection is to identify and report on material defects found in those systems and components. A **material defect** is a condition, or functional aspect, of a structural component or system that is readily ascertainable during a home inspection that substantially affects the value, habitability or safety of the dwelling, but does not include decorative, stylistic, cosmetic, or aesthetic aspects of the system, structure or component. **Accessible** means available for visual inspection without requiring the moving of personal property, dismantling, destructive measures, or any action which will likely involve risk to persons or property.

4. Inspection Report: The Client and the Company agree that the Company, and its Inspector(s), will prepare a written home inspection report which shall: (A) disclose those systems and components which are/were designated for inspection pursuant to the applicable state Standards of Practice and this Agreement and are/were present in the Subject Property at the time of the inspection, as well as those systems and components which are/were present at the time of the inspection but are/were not inspected and the reason(s) they were not inspected; (B) describe the systems and components as defined in the applicable state Standards of Practice; (C) state and identify what material defects were found in the previously described systems and components; (D) provide recommendations regarding the need to repair, replace and/or monitor a system and/or component, or obtain examination and analysis by a qualified professional, tradesperson and/or service technician. Systems not listed in the inspection report are excluded. It should not be assumed that a system excluded entirely from the inspection report is free from defects. The inspection report does not hold older structures to current standards or codes. Structures are evaluated according to the era in which they were built.

5. LIMITATIONS, EXCEPTIONS AND EXCLUSIONS: The Inspection will not cover items that the Inspector is not required to inspect per the state's Standards of Practice. The following areas, systems, and components are among those **EXCLUDED** from the Inspection Report: the operation or evaluation of any low voltage electrical systems, security systems, cable television, internet, telephone, satellite, intercoms, timers, computers and other non-primary electrical powered devices, systems or components installation. Nor does the Inspection cover any structural stability or engineering analysis, the geological stability of soils, the history or potential for wildfires or floods, or the presence of rodents or other pests except as specifically agreed herein. In addition, the Inspection does not in any way address the possible danger from potentially harmful substances or environmental hazards including, but not limited to; the presence or absence of MOLD / MILDEW, fungus, odors, noise, formaldehyde, toxic materials, combustible materials, lead paint, radon, asbestos, PCBs or other toxins, corrosive contaminants, water, soil or air quality, electromagnetic fields, underground storage tanks, proximity to toxic waste sites or sites being monitored by any state or federal agency, carbon monoxide, the presence of or any hazards associated with the use or placement of Chinese drywall, or any other environmental or health hazards. The Inspector is not required to identify concealed conditions and latent defects; walk on unfloored sections of attics; determine the cause of any condition or deficiency; determine compliance with codes, manufacturer specifications, regulations and/or ordinances; determine the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. The Company is not required to determine whether any system or component of the Subject Property has been affected by the illegal manufacture, distribution, storage, possession or sale of any illicit drugs, products or by-products, including, but not limited to, methamphetamines, and including any and all chemicals, tools, household fixtures or appliances used to facilitate such illegal activities. We also are not required to, and do not inspect for cosmetic issues, private water or sewage systems, ejector pumps for sewage or rainwater, pools, spas, wells, hot tubs, saunas, steam baths, detached building/structures, fences or sprinkler systems unless we are requested by the client and agree to do so for an additional fee. Other items not included in this Inspection are inspection of EIFS (synthetic stucco) and stone veneer for moisture intrusion and related damage, furnace heat exchangers, solar heating systems, water softeners or purifiers, vacuum systems, window air conditioning units, heating and cooling systems when operation during existing weather conditions would cause damage to the units, gas leaks, odors, noise, seismic activity, main gas shut off valve, fire pits, barbecues, heaters, lamps, free standing

appliances, personal property, unique or technically exhaustive systems or components, system or component life expectancy, and/or the adequacy or efficiency of any system or component. It is also beyond the scope of this inspection to determine if any system is or has been a part of any product recall, in the past, present, or in the future. Excluded is the assurance of a dry basement or crawl space; also excluded is the assurance that double and triple pane glazing seals in windows are intact. The Inspector is not required to inspect for the presence of wood destroying organisms including termites and carpenter ants unless contracted and paid for with an additional fee. The Inspector will not dismantle any component or system; full evaluation of the integrity of a heat exchanger requires dismantling of the furnace and is beyond the scope of a visual inspection. The inspector is not required to obtain or review information from third-parties including but not limited to: government agencies (such as permits), component or system manufacturers (including product defects, installation requirements, recalls or similar notices), square footage, contractors, managers, sellers, occupants, neighbors, consultants, homeowner or similar associations, attorneys, agents or brokers. Also excluded from the inspection report: **any area that is not exposed to view, is concealed, is inaccessible because of soils, walls, floors, carpets, ceilings, furnishings, personal property, weather conditions, or any other thing or things, and all areas and items that are excluded by the specific state's Standards of Practice. Any comments in the report about systems, items, or conditions that are excluded or not required by the state's Standards of Practice or this agreement are informal only, do not increase the scope of this inspection, and DO NOT represent an inspection.**

6. DISPUTE RESOLUTION. PLEASE READ CAREFULLY: Client agrees that the exclusive venue for any litigation arising out of this Agreement shall be in the county where the Company has its principal place of business. If the client fails to prove any claim against the Company, the Client agrees to pay all of the Company's legal costs, expenses and attorney's fees incurred in defending that claim. In any action against the Company, Client agrees to waive trial by jury.

7. Disclaimer of Guarantee or Warranty. The goal of the inspection and ancillary services is to put the Client in a better decision making position. Because of the limitations of these services, not all defects may be identified. Unexpected repairs should still be anticipated. **THE HOME INSPECTION AND ANCILLARY SERVICES ARE NOT INTENDED TO BE TECHNICALLY EXHAUSTIVE NOR ARE THEY A GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITIONS OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED ON AS SUCH.** The Client understands that the inspection and report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. The Company disclaims all warranties, express or implied, to the fullest extent allowed by law. Additionally, neither the inspection nor the inspection report is a substitute for any real estate transfer disclosures that may be required by law. Home warranties and insurance policies are available from third parties for an additional charge and are encouraged for additional protection.

8. Home Inspection Compromise. Client has chosen to hire a home inspector to conduct a limited visual examination of a property instead of hiring multiple individual experts to evaluate each component of the property. This decision can result in significantly reduced costs and increased efficiency during the evaluation period. However, 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. The Client agrees that due to the limitations of a home inspection as defined by industry standards, an expert in any particular field may identify defects that are not identified by a home inspector. The Client further 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 identified. A home inspection is also not intended to find every defect that falls under normal homeowner maintenance.

9. Defect Significance; Client's Duty to Act. 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 Company 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. If the inspection report identifies a defect in a building component, the Client should have that whole system evaluated by a licensed professional prior to the end of the contingency period. Additional defects may be found by an expert in the field. By failing to act on the Company'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.

10. Notice of Claims: Client agrees that any claim arising from or related to any act or omission of the Company in connection with the inspection as limited herein shall be made in writing within ten (10) business days of discovery. Client further agrees to allow the Company to re-inspect the claimed discrepancy immediately. Any repairs or changes to the discrepancy before the Company has the opportunity to inspect the discrepancy is, by agreement of both parties, a waiver of any and all claims by the Client against the Company for that/those discrepancies. Client understands and agrees that any failure to notify the Company as stated above shall constitute a waiver of any and all claims Client may have against the Company.

11. Choice of Law: This Agreement shall be governed by the laws in the state in which the inspection takes place (Washington or Oregon).

12. SEVERABILITY: If any portion of this Agreement is found to be invalid or unenforceable by any court, the remaining terms shall remain in force between the parties.

13. LIMITATION ON LIABILITY AND DAMAGES. PLEASE READ CAREFULLY. The Company assumes 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 the Company's contracted duties as licensed Structural Pest Inspectors in Washington, **THE COMPANY'S LIABILITY IS LIMITED TO LIQUIDATED DAMAGES IN AN AMOUNT NOT GREATER THAN TWO (2) TIMES THE FEE PAID.** The Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. The Client acknowledges that this liquidated damages is not a penalty, but that it is intended to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between the parties; and (iii) enable the Company to perform the inspection for the agreed-upon fee. If the Client wishes to eliminate this liquidated damages provision, the Company is willing to perform a **technically exhaustive inspection** for an additional fee of **\$3.50 per square foot of building area payable in advance.** This technically exhaustive inspection will include the services of licensed experts including a structural engineer, an industrial hygienist, an electrician, a plumber, an HVAC technician and a general contractor. A technically exhaustive inspection will take approximately two (2) weeks to complete.

14. LIMITATION ON TIME TO BRING LEGAL ACTION. PLEASE READ CAREFULLY: Any legal action, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, ordinance, regulation or code, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the inspection or report must be brought within **one (1) year** from the date of the inspection, regardless of when the Client first discovers the facts supporting such possible claims as identified herein. Failure to bring said action within **one (1) year** of the date of services shall be a complete bar to any such action and a full and complete waiver of any rights, actions or causes of action that may have arisen from the inspection and/or inspection report. **THIS TIME PERIOD MAY BE SHORTER THAN OTHERWISE PROVIDED BY LAW.**

15. No Additional Licenses. The Company does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. If the Company holds a valid occupational license, we may inform you of this and you may hire us to perform additional services for an additional fee.

16. Payment; Representation: The inspection fee is based on a single visit to the property; additional fees may be charged for any subsequent visits required by the Client. Inspections terminated onsite due to any reason including the absence of utility service will be billed the entire inspection fee. If the Company is called upon to prepare for litigation or give testimony as a result of the inspection, additional fees shall be charged at \$195 per hour for any time spent, including, but not limited to, research, consultation, additional inspection time, preparation of reports, travel, time waiting to testify, and court appearances. Past-due fees for Client's inspection shall accrue interest at 18% per year. The Client agrees to pay all costs and attorney's fees the Company may incur in collecting the fees owed. If the Client is a corporation, LLC, or similar entity, the undersigned individual personally guarantees payment of the fee. If there is more than one Client, the Client is signing on behalf of all of them and represents that the Client is authorized to do so.

17. Confidentiality; Indemnification. The Company's inspection and report are for the Client's and Company's use only. The Client gives the Company permission to discuss its observations with real estate agents, owners, repair persons, or other interested parties. The inspection report remains the copyrighted intellectual property of Nonprofit Home Inspections. A license is granted to the Client to use this report solely for the evaluation of this home/building only. The Company is not responsible for the 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 the Client or any person acting on the Client's behalf provides the report to a third party who then sues the Client or the Company, the Client releases the Company from any liability and agrees to pay the Company's costs and legal fees in defending any action naming the Company.

18. Entire Agreement: This Agreement and any subsequent report issued to the Client by the Company represent the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the Client and the President of the Company and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. The inspection is being performed for the exclusive use and benefit of the Client. The inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the President of the Company.

19. Walk-Through Inspection by Client. The Client is advised that conditions of the Subject Property may change between the date of the Inspection and the date on which the Client closes on the purchase of the Property. Consequently, the Client is advised and encouraged to personally conduct, or to arrange for an independent third party to conduct a pre-closing "Walk-Through Inspection" of the Subject Property to identify defects that may have been obscured during the inspection or that may have developed after the inspection.

20. Ancillary Services. The Company may offer the following ancillary services by request for an additional fee. All of the services listed below are preliminary, non-exhaustive inspections and are not a substitute for inspection services provided by licensed experts in each field. An inspection by licensed experts in each field may find additional defects. **The limit of the Company's liability for all services is limited to liquidated damages in an amount not greater than two (2) times the fee the Client paid for each service.** Each ancillary service is limited in scope as indicated below.
COMMENTARY OUTSIDE THE SCOPE OF EACH ANCILLARY SERVICE IS INFORMAL ONLY AND DOES NOT INCREASE THE SCOPE OF THE COMPANY'S SERVICES OR RESPONSIBILITIES.

- A. **Sewer Scope.** A sewer scope is a visual inspection of the main sewer line from the cleanout to the main sewer lateral using a remote camera. The sewer scope is only intended to determine the functionality of the sewer line on the day of the inspection. A sewer scope is not a code inspection, a survey for property boundaries or easements, nor a determination of party line connections. The Company is not required to determine the serviceable life of the sewer line. The sewer line may fail at any time. The Company is not required to do any research whatsoever including reviewing building permits. Because a sewer scope is visual only, defects that are obscured by debris may not be reported and are excluded from the Company's responsibility. If the Company indicates that there is any defect in the sewer line, the Client should have the whole system reviewed and repaired by a licensed contractor prior to the end of the contingency period. Additional defects may be found.
- B. **Mold Sampling.** Mold sampling is designed to provide a preliminary analysis of mold spores present in the air on the day of the inspection. Mold sampling is not a substitute for a complete mold inspection by a licensed industrial hygienist. Basic mold sampling includes one (1) air sample in the interior of the home and one (1) sample on the exterior of the home for comparison. Surface samples may be purchased for an additional fee. Samples are sent to an accredited laboratory for analysis with results available within three (3) business days. The Company makes no representations that mold sampling will find all mold present in the home. Mold levels fluctuate continuously and additional unreported mold growth may be present. In exchange for valuable consideration, the Client

relieves the Company from any and all liability concerning the presence or absence of any reported or unreported mold in the home.

- C. **Radon Testing.** The Company uses one (1) professional radon monitor to conduct preliminary screening to determine radon levels in one (1) testing location during the testing period. After scheduling, the Client will be emailed testing instructions that they must forward on to the home's occupants who must comply with testing requirements. The Client understands that the Company's control of test conditions is limited to the placement of the testing equipment. Any tampering or manipulation of test conditions are out of the Company's control and may impact the accuracy of the testing. The testing fee is due whether or not the home's occupants comply with testing conditions. An additional fee is required for additional testing and/or missed appointments for retrieval of testing equipment. Changes in heating, ventilation, inclement weather and soil conditions may raise or lower radon levels. Because radon levels vary greatly, the EPA recommends follow up testing every two (2) years.
- D. **Pool Inspections.** Pool inspections are conducted based on the ASHI Standards of Practice for Pool Inspections (<https://nonprofithomeinspections.org/ashi-pool-standards/>). Pool inspections are visual only, non-invasive inspections. Anything that is not visible, inaccessible, shut down or turned off will not be inspected (including underground piping and electrical wiring). A pool inspection does not include leak testing nor does it determine if components were installed according to manufacturer's instructions and applicable building codes. A pool inspection is not a code inspection. This inspection does not determine life expectancy, adequacy or capacity of any component. Pool components may fail at any time and unexpected repairs are likely.
- E. **Oil Tank Sweep.** An oil tank sweep is only intended to determine the possible presence of an underground #2 fuel oil tank near the home. A magnetic survey of the exterior of the home will be conducted within a 30 foot perimeter of the accessible portions of the house. Areas that are not accessible, including those areas covered by structures, vehicles, decks, concrete or personal belongings are excluded from this inspection. If an oil tank is suspected, soil sampling can be requested for an additional fee. Soil samples will be taken with a push probe below the ends of the suspected tank and will sent to an independent laboratory for analysis to determine if elevated levels of #2 fuel oil and/or diesel fuel only are present (no other potential contaminants or hazards will be tested). Soil samples will give additional insight into the possibility of a leaking underground fuel oil tank, but are not a substitute for excavation of the area which will likely reveal undetected contamination. By their nature, underground fuel oil tanks leak. If a tank is not leaking at the time of the inspection, it will leak in the future if it is not decommissioned properly.
- F. **Wood Destroying Organisms.** If contracted for an additional fee, the Company will conduct a visual only, non-invasive inspection of accessible areas to determine the possible presence of wood destroying organisms. Latent and concealed defects and deficiencies are excluded from this inspection. The Company is not responsible for any wood destroying organisms that were not observed during their dormant season. While this inspection may reduce the risk of the presence of wood destroying organisms, it does not and cannot eliminate that risk. The Company is limited to the conditions observed and deemed material on the day of the inspection. The Client may reduce risk for the unreported presence of wood destroying organisms by removing all flooring insulation and visual obstructions prior to the start of the inspection. A failure to remove obstructions prior to the start of the inspection will relieve the Company of liability for unreported defects. Homes with conducive conditions may develop signs of wood destroying organisms after the inspection. The Client is responsible for addressing all conducive conditions identified in the inspection report in a timely manner. Failure to address conducive conditions quickly releases the Inspector from any and all liability concerning this inspection.
- G. **Thermal Imaging.** The Company uses Thermal Imaging to aid in finding anomalies in the structure that are inconsistent with the age of the home. The Company 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 that have not yet

caused the surface material to become wet. Because it is required in disclosure documents, the Company is not required to indicate the absence of insulation in exterior walls or other visually obscured locations.

- H. **Lawn Irrigation.** A lawn irrigation inspection is a visual only, non-invasive inspection of the home's irrigation system and components. Anything that is not visible, inaccessible, winterized, shut down or turned off will not be inspected (including underground piping and electrical wiring). An irrigation inspection does not include leak testing nor does it determine if components were installed according to manufacturer's instructions and applicable codes. The controller, zone valves, sprinkler heads, spray patterns and drip irrigation systems will be inspected for basic functionality from a user standpoint only. Weather triggered events cannot be inspected. The presence of a back-flow prevention device will be noted but will not be tested for effectiveness.
- I. **Foundation Certification.** A Foundation Certification Report is intended to document if a mobile (or manufactured) home's foundation is substantially compliant with HUD / FHA guidelines. The Company will upload a report stamped by a licensed engineer within three (3) business days of the inspection that will document if the home's foundation is compliant or not. Unless requested and paid for with an additional fee, no other components of the home will be inspected. If repairs are made to bring the foundation into compliance, a re-inspection can be requested for \$195.

21. Force Majeure. The 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.

22. Re-Inspections; Rescheduled Appointments. If the Client requests a re-inspection for an additional fee, the re-inspection is subject to the terms of this Agreement. Appointments rescheduled for another date and/or Inspector will also be subject to this Agreement.

23. No Assignment. The Client may not assign this Agreement.

24. Software Providers. The Company uses third party software to schedule appointments, create and store inspection reports, and to communicate with clients. The Company does not give permission for third party companies to use our report or our client's private information.

25. Interpretation. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against the Company by reason of the rule that any ambiguity in a document is construed against the party drafting it. The Client had the opportunity and was encouraged to consult qualified counsel before signing this Agreement.

26. Copyright Permission. The Company occasionally uses photographs, videos, thermal images, narratives, and other information derived from inspections to inform the public about the importance of home inspection services. By signing this agreement, the Client irrevocably grants the Company and its duly appointed agents the absolute right and permission to copyright and/or publish or use photographs, video, thermal images, narratives and other information derived from the inspected property for art, advertising, or any other lawful purpose whatsoever. The Client also grants us the same right and permission to use any statements or testimonials made by the Client.

27. Titles and Headings. The titles and headings of the sections in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

28. Receipt of Consumer Notice and Standards of Practice. By the Client's signature below, the Client attests that he/she/it/they has received a copy of the Oregon Home Inspection Consumer Notice (provided in accordance with OAR

812-008-0202 (2)(d) (<https://www.oregon.gov/CCB/Documents/pdf/HI%20consumer%20Protection%20notice.pdf>) and a copy of the state Standards of Practice 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> (for Washington) and at <http://www.oregon.gov/CCB/Documents/pdf/Home%20Inspector%20Standards.pdf> (for Oregon).

29. Client's Agreement & Understanding of Terms: By signing this Agreement, the undersigned Client agrees that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above. The Client understands that the Client has a right to have an attorney of the Client's choice review this Agreement before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Agreement, the Client is free to not sign it. The Client understands that the Client may retain another provider to perform the services contemplated by this Agreement. The Client further understands that, should the Client not agree to the terms and conditions set forth in this Agreement, the Client may negotiate with the Company for different terms and conditions.

30. Large Print. 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's Signature: _____ Date: _____
Client's Name: _____ (Please Print)
Inspector's Signature: _____ Date: _____
Inspector's Name: _____ (Please Print)