

CLEAR IMAGE INSPECTION SERVICES **HOME INSPECTION AGREEMENT**

This agreement dated 5/13/2007, is made By and Between CLEAR IMAGE INSPECTION SERVICES, ("INSPECTOR"), and Bob and Betty Buyer ("CLIENT").

SCOPE OF SERVICES: INSPECTOR agrees to conduct a **limited visual** inspection for the purpose of informing the client of major deficiencies in the condition of the property located at: **1234 Dream Street, Sample City, Sample State, 97000**. THE WRITTEN REPORT IS THE PROPERTY OF THE INSPECTOR AND THE CLIENT AND SHALL NOT BE USED BY OR TRANSFERRED TO ANY OTHER PERSON OR COMPANY WITHOUT BOTH THE INSPECTOR'S AND THE CLIENT'S WRITTEN CONSENT. Absent written consent, the transfer of this report for use by a third party would also transfer any and all liabilities associated with the report to the transferee. The areas covered by the limited visual inspection are set forth in the standards and practices in the Oregon Administrative Rules (Division 8 of OAR Chapter 812) and standards of the American Society of Home Inspectors ("ASHI").

The client understands that the inspection report is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures.

OUTSIDE THE SCOPE OF THE INSPECTION: Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for conditions which are concealed from view at the time of the inspection.

Whether or not they are concealed, the following **ARE OUTSIDE THE SCOPE OF THE INSPECTION:**

- Building code or zoning ordinance violations.
 - Buried fuel storage tanks.
 - Geological stability or soils condition.
 - Structural stability or engineering analysis.
 - Asbestos, radon, formaldehyde, lead water or air quality, electromagnetic radiation or any environmental hazards.
 - Building value appraisal or cost estimates.
 - Condition of detached buildings.
 - Pools or spas bodies and underground piping.
 - Specific components noted as being excluded on the individual system inspection forms.
 - Private water or private sewage systems.
 - Saunas, steam baths, or fixtures and equipment.
 - Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls.
 - Water softener/purifier systems or solar heating systems.
 - Furnace heat exchangers, freestanding appliances, security alarms or personal property.
 - Adequacy or efficiency of any system or component.
 - Prediction of life expectancy of any item.
- (Some of the above items may be included in this inspection for additional fees.)

PAYMENT TO INSPECTOR: The INSPECTOR will be paid \$___ for work performed in accordance with this agreement. PAYMENT OF THE INSPECTION FEE IS DUE UPON COMPLETION OF THE INSPECTION. Findings will not be released to client until the INSPECTOR is paid in full. Client understands that a late fee of \$75 will be paid on all balances over 10 days old plus an additional finance charge of \$25 per month or portion thereof, may be charged on all unpaid balances over 30 days old (from the date of inspection until paid). Client agrees to pay all costs and expenses incurred by Inspector in connection with the collection of any amounts owed to Inspector, including collection agency fees, attorney fees, and costs.

CONFIDENTIAL INFORMATION: The Inspector agrees that any information received by the Inspector during any furtherance of the Inspector's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the Client will be treated by the Inspector in full confidence and will not be revealed to any other persons, firms or organizations without client's consent.

LIABILITY: The Inspector covenants that it's services are performed in accordance with the customary standards of the Oregon Home Inspection profession. The Inspector's liability is subject to Disclaimer of Warranties and Limitation of Liability as described below.

DISCLAIMER OF WARRANTIES AND GUARANTEE: CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT THE REPORT IS NOT A WARRANTY OR GUARANTEE OF THE CONDITION OF THE STRUCTURE OR THE CONDITION OR PERFORMANCE OF ITS COMPONENTS. THE REPORT IS NOT A WARRANTY OR GUARANTEE AS TO THE ABSENCE OF ROOF LEAKS, WOOD DESTROYING INSECTS, OR OTHER DEFECTS OF ANY TYPE. THE REPORT IS AN OPINION OF INSPECTOR BASED ON A GENERAL, NON-INVASIVE VISUAL INSPECTION. THE INSPECTION MAY BE LIMITED BY WEATHER, ACCESSIBILITY, AND OTHER CONDITIONS.

LIMITATION OF LIABILITY: INSPECTOR'S LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. THE LIABILITY OF INSPECTOR'S PRINCIPALS, AGENTS, AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANY KIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.

ARBITRATION: Any dispute, controversy, or claim arising out of or relating to this Agreement will be settled by arbitration. Unless the parties otherwise agree, the arbitration will be administered by the Oregon Construction Contractors Board. The arbitrator will issue a ruling that is binding on both parties and may be enforced through court processes.

ATTORNEY'S FEES AND COSTS: The cost of any arbitration proceeding shall be shared equally by the parties participating. Each party shall be responsible for it's own attorney fees and costs.

NON-WAIVER: The failure of either party to exercise any right hereunder or to take any action permitted regarding a breach by the other party shall not be deemed a waiver of any other such right or of any other rights or subsequent breach of a similar or different nature.

MERGER: This Contract constitutes the entire and integrated agreement between Inspector and Client, supersedes all prior and contemporaneous oral and written negotiations, representations, and agreements between Inspector and Client, and shall not be modified except in a writing signed by both parties.

Each person signing this agreement represents that he or she has the authority necessary to execute this agreement and to bind the person or entity on whose behalf they sign, and that upon execution it will be fully binding and enforced in accordance with its terms, and that no other consents or approvals of any kind are required or necessary for this agreement to be binding.

CLEAR IMAGE INSPECTION SERVICES:

Name: _____

Signature: _____

Date: _____

CCB #171483
OCHI #1092

CLIENT:

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____