

PDX INSPECT INC. INSPECTION CONTRACT

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INSPECTION AGREEMENT

The purpose of the report is to alert the client to any defects in the property that are discoverable in the limited visual inspection we provide that impinge upon the health and safety of the occupants of the property or materially affect the condition of the property. Please note, the inspection is a snapshot in time of the conditions of the property at one particular moment and certain conditions may exist which may not be readily ascertainable at the time of inspection. Our inspection and report is limited to the extent that said conditions can be determined by a nondestructive visual examination. We will use our best professional judgment and experience to document our observations, but we cannot be responsible or liable for any defects which cannot be reasonably discovered during the limited time of the inspection.

INSPECTION PROCEDURES

This inspection and the report we provide will be based on a general overview of the major components of the property and the major mechanicals of the property as set forth by the standards of practice of the State of Oregon. There are items in the PDX Inspect inspection report format that exceed these standards, however the term of the inspection will be bound solely and limited by the state mandated standards of practice. The inspector will give special attention to specific areas of concern identified by the party ordering the inspection.

Except under conditions of specific instruction, agreement and authorization set forth in writing and supported by additional fees, the inspector is neither obligated nor expected to investigate any area that is concealed. The inspector will not remove nails, bolts or screws to gain access nor will he move furniture, appliances, lift rugs, move paintings or wall hangings. The inspector will not test equipment requiring special tools or knowledge to operate.

OPINIONS AND WARRANTIES

We try our best to refrain from using personal preferences or opinions in our reports, but rather reference industry standards, such as manufacturer's instructions, data, and guidelines; UL, building codes, FHA, VA, or HUD guidelines. We feel these institutions have much greater knowledge, judgment, and credibility. We are not code certified and have no authority to enforce code or any other standard, but may and will use codes and standards as a marker of comparison. We are not versed in all standards and codes, nor are all standards applicable to all structures. Older homes have older components and systems that will not meet newer standards. Ratings and judgments are relative to the age of the structure.

Our report and inspection is simply our written evaluation of the conditions of the property on the date of the inspection distilled to writing for your convenience. This report and inspection are not expert witness testimony and are not to be used in any legal dispute without written approval by PDX Inspect. Expert witness testimony can be provided for additional fees and only with an additional retainer agreement. This report is not an insurance policy or warranty. Despite our best attempts not all issues or areas of damage are likely to be found during our inspection. You should assume that certain items will wear and fail over time and there is no means by which any inspection could predict all occurrences or when they may occur. Satisfactory rating and/or the lack of condemnation of any feature or component of the home is not a warranty as to condition, performance, or expected service period and is not a statement in fact as to the adequacy of the structure nor any valuation of any code or standards of compliance. Please read the section CLOSING NOTES & DISCLAIMERS at the end of your inspection report.

INSPECTION REPORT

This inspection and the report we prepare for you are our work product and are copyrighted materials. We provide the inspection report to you for your exclusive use only. This report may not be transferred, assigned to, or relied upon by any third party. ALL COPYRIGHTS ARE RESERVED.

Conditions not reported: Conditions that are judged to be minor in nature may not be included in the report. Such items that can be corrected by simple adjustment or basic maintenance will not normally merit inclusion in the report. In certain geographic locations and environmental settings, wet conditions are common and as a result a large percentage of structures are subject to minor rot conditions. Unless these conditions are extensive and/or affect the quality, structural integrity, soundness, or future life of the building, they may not be included. Exclusion of such items by the inspection is not an evaluation regarding their presence or absence.

Accessory buildings: The inspection will evaluate the primary home and directly attached contiguous components such as garages and carports if direct access is provided. Unattached garages, carports, shops, sheds, and outbuildings will not be inspected nor included in the report unless specific instructions include the structure(s) and fees in the report.

Our Pest & Rot inspection is compliant with processes set forth by the National Pest Control Association (NPCA); however, our inspectors are not licensed or certified pest control applicators and thereby do not meet the FHA, VA, HUD and Oregon criteria for official WDO reports. The WDO report attached to the inspection report is simply the inspector's opinion of the structural conditions written in the NPCA format.

INSPECTION FEES

Payment for services is due at the time of the inspection. Additional fees or surcharges will be applied for payments not collected at or prior to the date of the inspection. There is a 3% charge for credit/debit card payments. There will be a \$50 late payment fee for any payments received more than 30 days past the date of inspection. An additional \$100 will be applied at 60 days and collections will be pursued on any accounts not paid within 90 days. Late fees and collections charges are added to the original inspection fee.

RIGHT OF ACCESS

The parties ordering the inspection warrant that they have the right to order this inspection and to grant access, PDX Inspect has the authority to access the property to be inspected, that all utilities are on at the time of inspection, and that access privileges are granted for the purpose of the inspection. The ordering party shall hold PDX Inspect harmless against any claims arising from unauthorized entry. The Client agrees and understands that trip charge(s) and hourly fees will be charged for return visits under all circumstances.

INSPECTION LIMITATIONS

- A) This inspection excludes ANY AND ALL subterranean conditions, issues or concerns.
- B) Hot tubs, solar heating systems, sprinkler systems, security, intercom, yard lights, vacuum swimming pool systems, and all related components of these systems are excluded from this inspection.
- C) Inaccessible Areas: Certain areas of a structure are inaccessible by design and therefore cannot be inspected or evaluated without special investigative procedures such as, disassembly, excavation, cutting or utilization of specialized equipment. Areas include but are not limited to: (1) joist and rafter spaces, (2) wall void spaces, (3) sub materials covered by finishes or insulations, (4) areas inaccessible around, under, and behind appliances, furniture or stored items, (5) inside pipes, ducts and conduits, (6) crawl spaces and attic spaces without access. Inaccessible areas include areas that are not accessible with a 6ft. step ladder and crawl areas with access ways less than 18".
- D) This report shall not include any inspection for the presence or non-presence of radon, lead, urea- formaldehyde, asbestos, or other contaminants, and no such inspection shall be made. All claims against inspector or inspection firm arising out of release of such contaminants caused by the inspection are hereby waived and the party ordering this inspection shall hold the inspector and inspecting firm harmless.
- E) Electrical, plumbing, appliances, and mechanical systems: Inspector will test only to determine if such equipment will turn on at time of inspection and inspector will note failure of such equipment to turn on. No representations or guarantees are made as to the performance, condition, efficiency, or useful life thereof.
- F) Inspector of inspecting firm shall not be responsible or liable for any condition known to owner, owner's agent or occupant of the premises not disclosed to inspecting firm.
- G) PDX Inspect and/or its inspectors does not perform moisture scan tests on EIFS or Hard Coat Stucco. Any building having EIFS should have a specialty inspection by an approved EIFS or Hard Coat Stucco inspection company.

LEGAL PROVISIONS

- A) In the event action or arbitration is instituted to enforce or interpret terms hereof, prevailing party shall be entitled to a reasonable attorney's fees, at trial, in arbitration, on appeal or review, and in enforcing any judgment or decree, including as a creditor in bankruptcy.
- B) If any part of this contract is declared invalid or unenforceable by any court of competent jurisdiction, the surviving provisions of this contract shall remain in effect. Signed or Unsigned all aspects of this report and inspection are bound by this contract.
- C) The client agrees to indemnify, defend and hold harmless PDX Inspect and subcontractors or affiliates hired by PDX Inspect from any and all losses, liabilities and all related costs and expenses including attorney's fees which arise out of lawsuits brought by third parties against PDX Inspect for any and all reasons related to our services or our report.

THIRD-PARTY AFFILIATES + PERSONAL DATA COLLECTION AND SHARING

PDX Inspect Inc. and affiliate partners do not share nor sell contact information to any 3rd parties. However, we do send out newsletters and maintenance tips via email. If you do not wish to receive newsletters from PDX Inspect Inc., please email us and let us know.

ADDITIONAL CONDITIONS REVEALED DURING PERFORMANCE OF RECOMMENDATIONS

Should additional damage(s) be revealed during the accomplishment of work recommendations whether done by owner, purchaser, or third party contractor, the inspection firm should be notified of such conditions for the purpose of having a reasonable opportunity for re-inspection of any additional work recommendations before such conditions are covered up. The owner, purchaser, or agents undertaking the work shall be responsible for such notification. Any pest control inspecting firm, whether performing the recommended work, or if notified as provided in this paragraph, shall promptly perform an additional inspection and issue any additional work recommendations. Failure to notify the inspecting firm shall be a waiver of any claims against the said inspecting firm arising out of such conditions.

DISCLAIMER

PDX Inspect shall use its best efforts to perform the inspection services in a thorough, professional, and competent manner. This report does not constitute a warranty of the condition or serviceability of any part, fixture, feature, equipment, or components of the property inspected regardless of the rating given or remarks set forth in this report. PDX Inspect shall not be liable for special, indirect, incidental, or consequential damages for any mistake made in the inspection or the preparation of this report. PDX Inspect reserves the right to amend or correct any misstatements in the report. The liabilities of PDX Inspect and its officers, directors, subcontractors, and agents for any error or omission in the inspection or in the report shall not exceed the fee paid for the inspection services as liquidated damages.

I have read the above, and I hereby authorize PDX Inspect to perform the inspection.

SIGNATURE OF CLIENT OR CLIENT'S REPRESENTATIVE

Print Name _____ Date _____

Signature _____