



Pre-Inspection Agreement

This is an agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the Property at: _____ . No other person or entity may rely upon any representation made in this report. The terms below govern this Agreement.

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of \$ _____, payable (in full / in part at \$ _____) for the inspection of the "Property", being the residence, and garage or carport, if applicable.
2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.
3. The parties agree that the "Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. If the State/ Province where the inspection is performed imposes more stringent standards or administrative rule, then those standards shall define the standard of duty and the conditions, limitations, and exclusions of the inspection.
4. The parties agree and understand that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client further agrees that the Inspector is liable only up to the cost of the inspection. This clause may be contrary to local law. Please verify applicability.
5. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
7. This Agreement, including the terms and conditions on the reverse side, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State/ Province of Oregon, and if that State/ Province laws or regulations are more stringent than the forms of the agreement, the State/ Province law or rule shall govern. Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. If no State/Province regulations apply, this report adheres to the Standards, which is available upon request.
8. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors; recreational equipment or facilities; pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating systems accessories; solar heating systems; heat exchangers; sprinkling systems; water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arrestors, load controllers; trees or plants; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, and EIFS. Client understands that these systems, items, and conditions are excepted from this inspection. Any general comments about these systems, items, and conditions of the written report are informal only and DO NOT represent an inspection.
9. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees arising from such a claim.
10. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.
11. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State/Province law. Furthermore, any legal action must be brought within one (1) year from the date of the inspection, or will be deemed waived and forever barred.
12. This inspection does not determine whether the property is insurable.
13. Exclusions of systems normally inspected _____.

DEFINITIONS:

1. Apparent Condition: Systems and components are rated as follows:

SATISFACTORY (Sat.) – Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.

MARGINAL (Marg.) – Indicates the component will probably require repair or replacement anytime within five years.

POOR – Indicates the component will need repair or replacement now or in the very near future.

SIGNIFICANT ISSUES – A system or component that is considered significantly deficient, inoperable or is unsafe.

SAFETY HAZARD – Denotes a condition that is unsafe and in need of prompt attention.

2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.

3. Readily accessible systems and components: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility, or inspector deems unsafe.

4. Any component not listed as being deficient in some manner is assumed to be satisfactory.

DEFINITION OF OUR SERVICES:

This inspection will be conducted in accordance with the Standards of Practice and Behavior mandated in the Oregon Administrative Rules (OAR 812-008-0080, 1–14), except as noted below. Additional deviations may be dictated by the circumstances present at the time of the inspection and, if so, will be noted within the body of the report. This report is strictly an opinion. It is not intended to be, nor is it to be construed as, any guarantee, warranty, or as any form of insurance of the serviceability or condition of any part, feature, fixture, or component of the property inspected, regardless of the rating given or the remarks set forth in this report. The Inspector will not be held liable for errors, omissions, or judgments of opinions. A satisfactory rating of any structural or mechanical component is not a warranty as to the condition or performance of that item, except at the time it was tested. The party requesting the report (the "Ordering Party") shall be solely responsible to observe items in the home that are cosmetic in nature. The information in this report is intended only for the person ordering the inspection and such other person as the Ordering Party shall designate. This is a binding agreement, upon receipt by the Ordering Party or Ordering Party's agent/authorized representative. The above designated inspection fee is due at the time the inspection is performed. If, prior to closing, re-inspection is necessary, the specified re-inspection fee will apply.

LIMITATION OF INSPECTIONS:

1) Inaccessible Areas: Certain areas of a structure that may be subject to damage or infestation are inaccessible. Such areas cannot be seen by a careful visual inspection unless they are excavated, torn out, or unless physical obstructions are removed. Such areas are wall voids, spaces between floors and porch decks, floors beneath coverings, areas behind stoves, refrigerators and cabinet work, beneath or above insulation, and the interior of any other space of the structure that cannot reasonably be inspected without physically marring or damaging the structure. Neither the inspector nor his firm shall be held responsible in any manner by any party for any hidden damage or condition of fungi or insects, or for any consequences of such damage or infestations if such conditions were concealed in inaccessible areas and were not reasonably apparent by careful visual observation at the time of inspection. It shall be noted on the inspection report, however, if the inaccessible areas are below the sub floor level in the crawl space.

2) Sheds and Outbuildings: Sheds, unattached garages, or other buildings on the property that are not attached to the main building will not be included in the inspection unless specifically noted. Attached fences, trellises and garden walls will be included only to the extent that they constitute a hazard to the main building.

3) Electrical, Plumbing, and Mechanical: Gold Standard Home Inspections, LLC. shall examine electrical, plumbing, and mechanical systems to determine if they are operative at the time of inspection. A sampling of electrical outlets and switches shall be checked for operation, not capacity. Gold Standard Home Inspections, LLC. does not warrant the age or expected period of service of any mechanical system, or that any such system has been properly maintained, nor does Gold Standard Home Inspections, LLC. warrant the adequacy of any such system for the purpose for which it is used.

4) Water Seepage/Leakage/Flooding: Water seepage, leakage or flooding can only be detected when conditions allow.

Gold Standard Home Inspections, LLC. will note any visible evidence of present or past water damage, but cannot warrant that no seepage, leakage, or flooding will occur.

5) Soil and Subsurface Conditions: Gold Standard Home Inspections, LLC. will not evaluate the stability of the soil or subsurface conditions or the ability of the soil and subsurface material to support the structure inspected. Also excluded from this report are: any representations as to the presence, absence, or condition of any and all buried pipelines, tanks, drain fields, and reservoirs, including but not limited to, water tanks, oil tanks, septic tanks, leaching beds, and gas and water lines.

6) Attic Areas and Roofs: When there is ready access, Gold Standard Home Inspections, LLC. will do a visual inspection of inside attic areas. While Gold Standard Home Inspections, LLC. may make notes concerning the visual appearance of inside attic areas, gutters, and roofs, Gold Standard Home Inspections, LLC. shall not be held responsible or assume any liability in any matter concerning the condition of any portion of roof area, soffits, gutters, and inside attic areas as pertains to fungi or any other wood destroying organisms. Roof surfaces shall be inspected from the roof top, unless height or safety considerations prohibit it, in which case the method of inspection of the roof surfaces will be noted within the report.

7) Unique Systems: Specifically excluded from this inspection are: water softeners, wells, hot tubs, spas, saunas, swimming pools, ponds, and water features, recreational facilities, solar water heaters and solar space heating systems, alarms, intercoms, speaker systems, radio controlled operators, security devices, telephone, cable and internet systems, fire control sprinkler systems, yard irrigation systems, and yard lighting systems, as are any other items or systems so noted within the body of the report.

8) Minor Maintenance Conditions: Minor defects and maintenance items that do not affect the safety, structural integrity or value of the structure, including minor repairs or adjustments to mechanical systems, and minor plumbing problems are excluded from this report.

9) Material Contaminants No opinions or judgments will be made concerning the presence of mold (including toxic mold), radon gas, asbestos, formaldehyde, water-borne lead, lead-based paint, or any other contaminants that may be present in the structure. Concerns about any of these issues should be directed to appropriate specialized professionals or hygienists, as applicable.

10) Composite Siding and Stucco Systems: This inspection may identify the presence of composite siding (oriented strand board, particle board, and others), but may not necessarily identify the specific brand or extent to which this siding may be damaged. Conventional stucco and synthetic stucco, also referred to as Exterior Insulated Finishing Systems (EIFS), require evaluation and inspection by a specialist experienced with the proper application of these systems. Some homes with conventional stucco, EIFS systems and composite siding can experience water penetration and damage associated with water penetration, which may not be visibly evident during a normal visual inspection. Gold Standard Home Inspections, LLC. does not inspect these systems, and assumes no liability for any hidden damage that may be present in the structure behind these products.

11) Minor Rot Conditions: In certain geographical areas of Oregon and Washington where wet climate is common, a large percentage of structures are subject to minor rot conditions. While such conditions are technically fungi infestations, they may not substantially affect the quality, structural soundness, or anticipated future life of the structure. Such conditions as spot areas on doors, window casings, porch steps and railings, and common weathering on siding, decks and non-supporting wooden members shall not be reported on the inspection report unless such conditions substantially contribute to the structural unsoundness of the building.

12) Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, 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 for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

13) Future Conditions: The inspection shall cover only current conditions visible and evident at the time of the inspection. It shall not cover latent conditions not visible and not revealed by probing. Gold Standard Home Inspections, LLC. shall in no way be held liable or responsible for future condition, damages, or infestations that were not reasonably evident at the time of inspection.

14) Wood Destroying Organisms: (If Wood Destroying Organism (WDO) Infestation Inspection): Insect activity is stimulated or suppressed by changes in temperature, humidity, and available sunlight. It is not always possible to detect their presence if no other visible signs are apparent at the time of inspection.

15) Settlement of Disputes: The Ordering Party agrees to notify Gold Standard Home Inspections, LLC. in writing within ten (10) working days of discovery of any claimed discrepancy, but in no case later than one year from the date of the inspection. The Ordering Party also agrees to allow Gold Standard Home Inspections, LLC. to inspect the claimed discrepancy prior to initiating any repair, replacement, alteration or modification to the claimed discrepancy, except for emergency conditions. It is further agreed that the first resolution step will be to notify Gold Standard Home Inspections, LLC. of any problem, and that the parties shall meet with the purpose of resolving the dispute informally. It is agreed that, should the first step produce no mutually agreeable solution, the mediation service of the Construction Contractors Board (CCB) of the State of Oregon will be utilized. It is further agreed that, should the CCB mediation produce no mutually satisfactory resolution, a single CCB arbitrator will arbitrate the matter, with the parties sharing arbitration costs equally. Each party agrees to pay their own costs and legal fees should litigation occur. The Ordering Party understands and agrees that any failure to notify Gold Standard Home Inspections, LLC. as stated above, or failure to follow these prescribed remedies, shall constitute a waiver of any and all claims the Ordering Party may have against Gold Standard Home Inspections, LLC.

16) If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect

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

18) GOLD STANDARD HOME INSPECTIONS, LLC. LIABILITY, IF ANY, SHALL BE LIMITED TO THE FEE PAID FOR THIS INSPECTION.

_____ I (WE) HAVE READ THIS AGREEMENT IN FULL, UNDERSTAND AND AGREE TO ALL OF ITS PROVISIONS.

_____ I (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THE OREGON HOME INSPECTION CONSUMER NOTICE.

Client Signature:

Inspector Signature:

Date:

Date:

For Office Use Only:

Buyer Present: Yes/No

Agent present: Yes/No Agents Name:

Client agrees to release reports to seller/buyer/REALTOR: Yes/No

Inspector's Address: P.O. Box 6701 Aloha, OR 97007

License/Certification #: 217803

Inspector's Signature: _____ Date: _____ Inspection#: _____