

Leading Edge Home Inspections, LLC.

15550 NE Kincaid Rd.

Newberg, OR 97132

CCB# 169801

OCHI# 518

Inspectors Name: Brandon Whitmore

Clients Name: __

Inspection Address: __

Full Home Inspection Fee: _____

Re- Inspection Fee/ Return Fee (if requested in future): \$100.00_ Other fee: _____

1: Client requests a limited visual inspection of the residential structure identified at the above address by Leading Edge Home Inspections, LLC., herein after collectively referred as the "Company" and Client hereby represents and warrants that all approvals necessary have been secured for Company's entrance to the property

2: Client warrants: (a) they have read the following Agreement carefully, (b) they understand they are bound by all terms of this contract, and (c) they will read the entire inspection report when received and promptly call Company with any questions they may have.

3: Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. Client agrees that they will not transfer or disclose any part of the inspection report to any other person with these exceptions ONLY: (a) one copy may be provided to the current seller(s) of the property but only upon the express condition that the seller(s) covenant to use the inspection report only in connection with Client's transaction, and agree not to transfer or disclose the report to any persons other than their real estate agent, and (b) one copy may be provided to the real estate agent representing the Client and/or a bank or other lender for use in Client's transaction only. Client agrees to indemnify, defend and hold harmless Company from any third party claims relating to this inspection or inspection report.

4: The purpose of this inspection is that the Company agrees to perform a limited visual inspection of the residential structure at the above address and to provide Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies as they exist at the time of the inspection. The inspection will be performed in a manner consistent with the requirements or the State of Oregon Standards of Practices set forth in Division 8 of OAR Chapter 812. The inspections undertaken are visual and are not technically exhaustive. A copy of these standards is provided prior to inspection of the above address.

5: The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other things, or those areas/items which have been excluded by the Standards of Practice set forth in Division 8 or OAR 812 by the State of Oregon is not included in this inspection/report. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risks for all conditions, which are concealed from view at the time of inspection or exist in any area excluded from inspection by terms of this agreement. Maintenance and other items may be discussed, but will NOT form part of the inspection report. (maintenance issues are not required to be included and not all maintenance issues will be listed in this report. Some maintenance issues will be listed and should be considered for your information only).

6: The following areas/items, systems and components are among those NOT included in the inspection:

The presence or absence of **MOLD/MILDEW**; Building code or zoning ordinance violation; systems or components installation; permit research; structural stability or engineering analysis; geological stability of soils, wave action or hydrological stability, or survey; termites or other wood destroying organism inspection unless otherwise listed as being performed, rodents or other pests; latent or concealed defects; asbestos; radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, mold PCB's or other toxins and environmental hazards, electromagnetic fields; underground storage tanks; proximity to toxic waste sites or other environmental or health hazards; private water or sewage systems; pools, spas, wells, hot tubs, saunas, steam baths, foundations or other types of related systems and components; repair cost estimates, condition of

INITIALS: _____

detached buildings/structures, building appraisal; radio controlled devices; automatic gates; elevators, lifts, dumbwaiters; thermostatic or time clock controls; water softener or well equipment or purifiers; radiant heat systems; furnace heat exchanger; solar heating systems; gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks; odors or noise; seismic activity; freestanding appliances, or personal property; areas owned and maintained by a condominium association are not reported on; (common areas) security or fire safety systems; any adverse condition that may affect the desirability of the property; proximity to railroad tracks or airplane routes; boundaries, easements or right of way; unique/technically exhaustive systems or components; systems or component life expectancy; adequacy or efficiency of any system or component; electrical lead determination; items specifically noted as excluded in the inspection report; central alarms/smoke detectors; determining the flooding conditions of a basement.

7: Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures, which may be required by law. **This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures.**

8: The written report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure. Client understands and agrees they will not rely on any oral statements made by the inspector prior to the issuance of the written report. Client further understands and agrees Company reserves the right to modify the inspection report for a period of time that shall not exceed forty-eight (48) hours after the inspection report has first been delivered to Client.

9: Client understands and agrees that any claim arising out of or related to any act or omission of Company in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to Company within ten (10) business days of discovery. Client further agrees to allow Company to re-inspect the claimed discrepancy. Client understands and agrees that any failure to notify Company as stated above shall constitute a waiver of any and all claims Client may have against Company.

10: Any dispute, controversy, interpretation or claim including claims for, but not limited to: breach of contract; any form of negligence, fraud, or misrepresentations arising out of, from or related to this contractor arising out of, from or related to the inspection and inspection report shall be submitted to binding arbitration as follows:

- A. With the arbitration program administered by the Construction Contractors Board of the State of Oregon (CCB), or, if the CCB's arbitrators lack jurisdiction or authority to grant the remedy sought by the party seeking arbitration, or if the service is performed in the State of Washington, then;
- B. With the arbitration program administered by the Oregon/ SW Washington Better Business Bureau.

Both parties further agree that the matter should be heard and decided, if permitted by the rules of the arbitration program, by a single arbitrator rather than a panel, and the cost and fees of arbitration, if any, shall be divided between parties. The parties understand and agree that the arbitration award shall be final and may be entered as a judgment in the court of appropriate jurisdiction as provided by law. Any party challenging the finality of such award shall be liable for the other party's costs, and attorney's fees for defending such challenge irrespective of its outcome.

11: It is understood and agreed by and between parties hereto that Company's and its officers', agents', or employees' LIMITATION OF LIABILITY for errors or omissions in the inspection report is limited to and fixed to a refund of the fee paid for the inspection and inspection report. The 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 is binding on client and clients' spouses, heirs, principles, assigns, and anyone else who may otherwise claim through client. Client assumes the risk of all losses greater than the refund of the fee paid for the inspection. Client agrees to immediately accept a refund of the fee paid as a full settlement of any and all claims, which may ever arise from this inspection. Client understands that if client wants an inspection without a limit on liability to the refund of the fee paid for the inspection, client may pay an additional fee to receive a technically exhaustive inspection report without the limitation on liability. Client understands that a TECHNICALLY EXHAUSTIVE INSPECTION without this LIMITATION OF LIABILITY is recommended by Company and will include Inspection of the property by the following specialists: Roof, Electrical, Heating and Air Conditioning, Plumbing, Electrical, Foundation, Fireplace Contractors, Geotechnical and Structural Engineers in addition to the Inspector. The fee for this inspection service is Thirty Five Hundred Dollars (\$3,500) PLUS ALL RESTORATION COSTS. This report will be completed within twenty (20) business days. Client understands neither inspection includes any form of destructive examinations or dismantling. All environmental studies and EPA inspections are excluded.

CLIENT DECLINES TECHNICALLY EXHAUSTIVE INSPECTION: Clients initials X_____.

Any legal action or proceedings of any kind, including those sounding in tort or contract, against Company, or its officers, agents, or employees, must be brought within one year (365 days) from the date of the inspection or will be deemed waived and forever barred. Time is expressly of the essence herein. **Clients initials X_____.**

12: Client understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by Client shall and payment therefore will constitute acceptance of the terms and conditions of this Agreement.

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

14: This agreement represents the entire agreement between the parties. No oral agreement, understanding or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications is in writing and signed by both parties. This Agreement shall be binding upon and insure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

15: Receipt of Report: The Company's agreement to perform the Inspection is contingent on the Client's agreement to all the above terms, conditions and limitations. If this is not signed by the Client prior to or at the time the written Report is provided to the Client and/or the Client objects to any of the terms of this Agreement, Client shall return the written Report to the Company within three (3) days of the signing of the contract, and any fee that has been paid will be refunded to the Client. Failure to return the written Report within three (3) days of its receipt and receipt of this contract form shall constitute full acceptance of all terms of this agreement by the client.

16: Receipt of Oregon Construction Contactors Board (CCB) Laws and Standards: By initialing below, client confirms that a copy of the CCB Laws and Standards has been provided at or before the time of inspection

Clients Initials: _____

I (client) have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed on the first page. I (Client) also acknowledge receipt of a copy of this form and have signed this prior to the start of the inspection.

Client e- mail address: _____

Realtor e- mail address: _____

Dated _____ **Signature of Client** X _____ **(Individually and as agent for spouse).**

Dated _____ **For the Company** X _____ **(OCHI #518)**

Permission for me to provide access and discuss the report with the following: (initials)

Buyers Agent: _____ **Sellers Agent** _____ **Seller** _____ **Mortgage Broker** _____

Pest and Dryrot Inspection Included: YES/ NO