

## **PRE-INSPECTION AGREEMENT**

Client: \_\_\_\_\_  
Date of inspection: \_\_\_\_\_  
Address of property to be inspected: \_\_\_\_\_

**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 THIS REPORT.**

### **Scope of Inspection**

Element Home Inspection will provide a non-invasive visual inspection and written report of the home located at the address listed above. The purpose of the inspection is to identify systems and components that are exposed to view and readily accessible at the property which, in the professional opinion of Element Home Inspection, are either unsafe or not functioning as of the time and day of the inspection. The inspection shall include, but is not limited to the: structural, exterior, site, roofing, plumbing, electrical, heating, central air conditioning, interior, insulation, and ventilation components, as well as any built-in kitchen appliances, as set forth in OAR 812-008-0205 through 812-008-0214.

### **Inspection Standards**

Element Home Inspection will conduct the home inspection in accordance with the standards and practices set forth in Division 8 of the Oregon Administrative Rules chapter 812. (attached)

### **Limitations**

The home inspection is not technically exhaustive and does not imply that every defect will be discovered. It is understood and agreed that Element Home Inspection is not responsible for the inspection of any items in inaccessible or concealed areas; latent and concealed defects and deficiencies are excluded from inspection. The inspector is not required to disturb insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or any debris that obstructs access or visibility. The inspection does not include any destructive testing or dismantling. Element Home Inspection will not enter any area or undertake any procedure that may damage the property or its components, or be dangerous to the inspector or other persons.

Element Home Inspection is not required to report on: the life expectancy of any component or system, the causes behind need for repair, the methods/ materials/costs of corrections, cosmetic items/ underground items/ items not permanently installed/ detached structures, or the calculated strength/ adequacy/ efficiency of any system or component. Additionally, Element Home Inspection is not required to: operate any system that is shut down or otherwise inoperable, operate any system or component that does not respond to normal operating controls, predict future condition (including failure of components), project operating costs of components, or evaluate acoustical characteristics of any system or component.

Element Home Inspection is not required to determine the effectiveness of any system installed to control or remove suspected hazardous substances, or determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to: toxins, carcinogens, noise, or contaminants in the building, soil, water, or air. The inspector is not required to identify the presence of odors or their source, nor is the inspector required to inspect/test for: mold, mildew, bacteria, lead, asbestos, radon gas, carbon monoxide, PCB's, EMF's, formaldehyde, or water quality. Element Home Inspection is not required to report on the presence or absence of pests such as wood damaging organisms, rodents, or insects.

Element Home Inspection is not required to report on the suitability of the property for any specialized use, the advisability or inadvisability of purchase of the property, or the compliance or non-compliance with codes, ordinances, statutes, regulatory requirements, or restrictions. Systems, items, and conditions that Element Home Inspection will not inspect include, but are not limited to: soil conditions, property boundaries, spas, saunas, pools, water conditioning systems, fire and lawn sprinkler systems, solar systems, security systems, carbon monoxide detectors, vacuum systems, stereo and intercom systems, landscaping, washing machines and dryers, TV systems, EIFS, trash compactors, China drywall, and any system that is shut down at the time of the inspection.

#### **Additional Terms, Conditions, and Limitations**

- The home inspection and report do not constitute a guarantee, warranty, or insurance of any kind.
- The client expressly agrees that the sole and exclusive remedy for any and all losses or damages relating to this agreement, the inspection, and the report provided pursuant hereto shall be limited to the amount of the inspection fee paid by client. Client hereby waives all other claims it may have in the future against Element Home Inspection.
- All claims and other matters in dispute related in any way to Element Home Inspection shall be settled by binding arbitration in accordance with State of Oregon laws.
- Should any provision of this contract be held to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect.
- By signing this contract, client has read this contract and understands and agrees to all the conditions and terms, and agrees to pay the fee listed below. Client has also received the "Home Inspection Consumer Notice" and "OAR Chapter 812 Division 8".

**INSPECTION FEE - \_\_\_\_\_**

**Client authorizes the release of a copy of this inspection report to client's realtor \_\_\_\_\_**

**X**

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Date**

**X**

\_\_\_\_\_  
**Inspector Signature – Richard Hogan**

\_\_\_\_\_  
**Date**

**Element Home Inspection**

**CCB# 192611 OCHI# 1330**

**Phone: (503) 702-9635**

**www.elementhomeinspection.com**