



HOME INSPECTION AGREEMENT

Colton Home Inspections, Inc.

14950 NW Fawnlily Drive
Portland, OR 97229

(503) 629-5377
CCB # 942 OCHI # 165658

Date of Inspection: _____

CLIENT:

Name:	
Address:	
City, State, Zip:	
Phone(s):	Fax:

“PROPERTY” TO BE INSPECTED:

Contact:
Address:
City, State, Zip:

INSPECTION FEE. _____ Dollars (\$_____) payable at the time of the Home Inspection.

THE PURPOSE OF THIS HOME INSPECTION IS:

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THE CLIENT ACKNOWLEDGES receiving a copy of *Summary of Oregon Home Inspector Certification Law (ORS 701)*, which includes *Standards of Practice* published by the Oregon Construction Contractors Board (“Standards”). The Client represents that she/he/it has the authority to authorize this Home Inspection. **CLIENT INITIALS:** _____

COLTON HOME INSPECTIONS, INC. (“Home Inspector”), will perform the Home Inspection in consideration of and reliance upon the Client’s agreement to the terms and conditions set forth below.

1. Scope of Inspection. Except as noted in Paragraph 1.2 below, the Home Inspection will be conducted in accordance with the Standards, a copy of which has been provided to the Client. The Inspection will be a **general, visual, and noninvasive inspection** of the Property for current material defects. The Home Inspector will not move personal property to conduct the Inspection. The Client understands that the Home Inspector is not an insurer, that this Inspection may not uncover all defects or deficiencies related to the Property or the structure, even those which are material, and that the Home Inspector will not make any recommendations regarding the sale or purchase of the Property or the value of the Property.

1.0. As set forth in more detail in the Standards, the Inspection includes observations and descriptions of readily visible and accessible

- Structural components, including the foundation, floors, walls, columns or piers, ceilings, and roofs
- Installed systems, including kitchen built-in appliances, such as the dishwasher, range, garbage disposal, and range hood

- Exterior structures, including wall cladding and trim, entryways, windows, garage door operators (not the remote controls), attached decks, balconies, steps, railings, chimneys, drainage systems, eaves, flashings, skylights, chimneys, and siding
- The effect of structures on the condition of the Property, including driveways, walkways, patios, vegetation, grading, and retaining walls
- Interior structures, including the attic, ceilings, walls, floors, doors, windows, counters, cabinets, insulation and ventilation
- Electrical, HVAC, and plumbing components
- Under-floor spaces, basements, and attics

1.2. The Inspection does *not* include the tasks set forth in the Standards as “General Exclusions.” Nor does it include any other tasks listed as identified as “not required.” These exclusions include but are not limited to cosmetic items, hazardous materials, detached structures, code compliance, environmental hazards, security, sprinkler and water systems, recreational facilities, wells and septic tanks. Additional exclusions (not set forth in the Standards) are:

- All latent defects
- Any structure, area or component that is not readily visible, is inaccessible, or has restricted access
- Mold and mildew

EXCEPT FOR CONSPICUOUS EVIDENCE OF DETERIORATION IN READILY VISIBLE AND ACCESSIBLE AREAS, THE INSPECTION DOES NOT INCLUDE A PEST AND DRY ROT INSPECTION TO DISCOVER WOOD-DESTROYING ORGANISMS. SUCH AN INSPECTION IS AVAILABLE ON REQUEST FOR AN ADDITIONAL FEE.

2. Inspection Report.

1.1. The Report is confidential and solely for the Client’s information in connection with the purpose for which the Inspection was conducted. The Report may not be used or relied on by any other person (including any later owner of the Property) or for any other purpose without the Home Inspector’s prior written consent. In the event that any person other than the Client (including any later owner of the Property) makes any claim against the Home Inspector, its employees or agents arising out of the services performed by the Home Inspector under this Agreement, the Client will indemnify, defend and hold harmless the Home Inspector from any and all damages, expenses, costs, including all reasonable attorneys’ fees incurred at arbitration, on any trial or appeal. This section will survive the termination of this Agreement for any reason.

1.2. The Home Inspector reserves the right to make written modifications to the Inspection Report for a period of two (2) business days after submitting the Report to the Client

1.3. The Home Inspector assumes no obligation to update or supplement the Inspection Report. If any additional inspection is required after the Home Inspection due to repairs, a change in accessibility or the like, an additional charge will apply for the reinspection.

3. Waiver. The Client hereby waives any claim and agrees not to commence any action or suit against the Home Inspector relating to the Inspection more than one (1) year after the date of the Home Inspection.

4. Disclaimer. THE HOME INSPECTOR GRANTS NO OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE INSPECTION OR THE INSPECTION REPORT, AND THE HOME INSPECTOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE HOME INSPECTOR OR ITS AGENTS SHALL CREATE A WARRANTY, AND THE CLIENT MAY NOT RELY ON ANY SUCH INFORMATION. THE HOME INSPECTOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL THEORY, NOTWITHSTANDING THAT THE HOME INSPECTOR MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL THE HOME INSPECTOR BE RESPONSIBLE FOR LIABLE DAMAGES. In no event shall any claim by the Client that a defect exists in the Inspection Report or related documentation constitute a breach of this Agreement, excusing the performance by the Client of its obligations hereunder, including the payment of the Inspection Fee. In no event shall the Home Inspector's liability in connection with the Home Inspection or Inspection Report exceed the amount of the fee paid for the Home Inspection.

5. Termination. The Home Inspector reserves the right to terminate this Agreement if, among other things, a withdrawal is required by law, the Client fails to honor the terms of this Agreement, the Client fails to cooperate, or there are any facts or circumstances that would, in the Home Inspector's view, render anything concerning this arrangement unlawful, unethical or impossible. If the Home Inspector elects to terminate this Agreement, the Client will take all steps necessary to free the Home Inspector of any obligation to perform further services, and the Home Inspector will be entitled to be paid for all services rendered and costs and expenses paid or incurred on the Client's behalf to the time of termination.

6. Miscellaneous

5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and proposals (whether written or oral) in respect to the matters specified. No agreement or understanding which alters or extends the meaning of this contract shall be binding unless in writing and signed by the parties hereto. If any provision of this Agreement is judicially declared to be invalid, unenforceable or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, and the part(s) of this Agreement so held to be invalid, unenforceable or void shall be deemed stricken, and the Agreement will be reformed to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision. The remainder of this Agreement shall have the same force and effect as if such part or parts had never been included.

5.2. This Agreement is effective as of the date all parties hereto have executed this Agreement. This Agreement is deemed a contract made in Oregon and it shall be construed and enforced according to the laws of the State of Oregon. Any suit or action instituted by either party to enforce the terms shall be brought in the courts in the State of Oregon. Venue is proper only in Multnomah County in Oregon. In the event it becomes necessary for the Home Inspector to turn the Client's account over to an attorney or collection agency, the Home Inspector shall be

entitled to recover from the Client, and the Client expressly agrees to pay, all costs incurred by the Home Inspector related to such collection activities, whether or not any suit, action or other legal proceeding is instituted, and including but not limited to attorneys' fees, costs and expenses, at arbitration, on trial or on appeal. In the event suit or action is instituted to enforce collection or any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court deems reasonable as attorneys' fees at arbitration, trial or on appeal, in addition to all other sums provided by law.

1.0. Any controversy or claim arising out of or relating to the Home Inspection, including, without limitation, the making, performance or interpretation of this Agreement or the Inspection Report, shall be first submitted to a mediator mutually agreeable to the parties. In the event the parties are unable to agree on a mediator, then the parties may choose to each identify one person to act as a mediator, and then the two mediators selected shall themselves select a third person to act as mediator. The mediator shall be a qualified member of the Oregon Construction Contractor's Board with at least five (5) years of experience as a licensed Home Inspector in the State of Oregon. The parties shall divide the costs of a mediator equally between them, and each party shall be individually responsible for all other costs, including but not limited to attorneys' fees, incurred in connection with the mediation.

CLIENT INITIALS: _____

1.0. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto execute and date this Agreement.

COLTON HOME INSPECTIONS, INC.

By: _____
William D. Colton DATE
Its: President

CLIENT

I have read, understand and agree to all the terms and conditions of this Agreement:

Print Name: _____ DATE

Print Name: _____ DATE

If a Business, Your Business Name: _____

By: _____
Print Name: _____ DATE
Title: _____