

# Limited Liability Condo/Apartment Inspection Contract for: Portland Home Inspect

## THIS CONTRACT LIMITS OUR LIABILITY.

Please read carefully before signing.

Client(s): \_\_\_\_\_  
Address to be Inspected: \_\_\_\_\_

### SCOPE OF INSPECTION

The apartment inspection will be performed in the home inspection is in accordance with the standards and practices set forth in division 8 of OAR chapter 812 except for the following items. **This contract excludes many items from the standards of practice and is limited to the following items:**

- General visible interior including attic, ceilings, walls, floors, doors, windows, insulation and ventilation
- Permanent visible components of the electrical, plumbing, heating and air conditioning systems
- Visible interior evidence of wood destroying pests and wood destroying fungus
- Patios and decks
- Accessible basements and or crawlspaces
- Basic functioning of built-in kitchen appliances

The buyer has received a copy of: *Home Inspection Consumer Notice*

Client's initial: \_\_\_\_\_

### OUTSIDE THE SCOPE OF INSPECTION

Any area that is not exposed to view is concealed or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, insulation or any other thing is not included in this inspection. Client assumes all risk for conditions that are concealed from view at the time of inspection. This is not a home warranty or guarantee. Any comments regarding excluded systems or conditions are for information only and are not part of the inspection. The inspection does not include or address the following items or the possible presence of danger from any potentially harmful substances and environmental hazards, including but not limited to:

- Radon gas, Lead Paint, or Asbestos
- Mold and Mildew
- Urea Formaldehyde
- Toxic or flammable chemicals
- Water and airborne hazards
- Building or zoning code violations
- Geological stability or soil condition
- Structural and seismic stability or engineering analysis
- Pools, spas, saunas, and detached buildings
- Security or sprinkler systems
- Private water or sewage systems including but not limited to: cess pools, wells, septic tanks, drain fields and 'french' drains
- Water softeners, purifiers, or filters
- Furnace heat exchangers
- Underground tanks, water, sewage, or drainage lines whether public or private
- Life expectancy of any given component
- Zero clearance gas stoves
- **Exterior and structural components of this multi-unit building including: roofs, siding, foundations, and grounds**

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 THE REPORT.

**CLAIMS:**

**Any dispute concerning an alleged act or omission in connection with this inspection shall follow the following sequence for resolution:**

- 1) Notification in writing from client to Portland Home Inspect within one year of the inspection.
- 2) Unless the condition is an emergency, access to the property before repairs are made to assess conditions and conduct repairs by licensed professionals during business hours within 10 business days of written notification.
- 3) Client agrees to immediately accept a refund of the fee as full settlement of any and all claims which may ever rise from the inspection.
- 4) Use of the State of Oregon Construction Contractor's Board Arbitration Process as final arbiter if Portland Home Inspect refuses to refund the inspection fee.

**You understand that failure to engage in each successive step of this process shall constitute a full bar and waiver of any and all claims you may have against us related to the alleged act or omission.**

**It is understood and agreed that should Portland Home Inspect and/or its agents or employees be found liable for any loss or damages resulting from failure to perform any of its obligations, including but not limited to negligence, breach of contract, or otherwise, then the liability of Home Inspect and/or its agents or employees shall be limited to a sum of \$300.00.** You understand that the performance of the services without this limitation on liability would be more technically exhaustive, would require specialists and would cost significantly more than the fee paid for this limited visual inspection.

**Client's initials:** \_\_\_\_\_

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**The cost of this home inspection is:** \_\_\_\_\_

Payment is due at time of inspection. There will be a \$20.00 fee for returned checks.

**Please initial if applicable:** \_\_\_\_\_ I allow a copy of this report to be released to my Realtor.

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**Acceptance and understanding of this agreement are hereby acknowledged.**

**Signed by Client:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signed by Client:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signed by Inspector:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Portland Home Inspect  
www.portlandhomeinspect.com  
11840 SE Brookside Drive  
Portland, OR 97266  
Phone: 971-275-5434  
CCB# 191319 OCHI# 1373

Client Email Address:



# Oregon

## Home Inspection Consumer Notice

This Notice is provided to you in accordance with (OAR 812-008-0202(2)(d))

### Who needs to be certified?

Oregon law requires individuals who bid, offer to perform or perform home inspections of two or more categories below, to be certified by the Oregon Construction Contractors Board (CCB).

*Plumbing*      *Electrical*      *Exterior and site*      *Roofing*      *Central Air Conditioning*  
*Interiors*      *Structural*      *Insulation and Ventilation*      *Heating*      *Built-in Kitchen Appliances*

Individuals must pass a comprehensive test to become certified and must complete continuing education courses to renew the certification.

### Is a CCB license required?

Businesses that perform home inspections must be licensed with the CCB as a Residential General, Residential Specialty Contractor or a Home Inspection Specialty Contractor. The bond and liability insurance amounts will correspond accordingly. Licensing and certification do not guarantee quality of work. Licensing offers some financial protection for you, the customer.

### How do I check a home inspector?

To check a home inspection business, get the business' CCB license number and the home inspector certification number (OCHI). Visit us on-line at [www.oregon.gov/CCB](http://www.oregon.gov/CCB) or call 503-378-4621 to verify the license and certification are active.

### What should I know about a Home Inspection?

1. Home inspections are performed for the individual who contracted for the inspection. They may not be used or relied on by others. (Example: a home buyer may not use or rely on an inspection report that was contracted by the homes seller).
2. Home inspectors are governed by Standards of Practice and Behavior that list what a home inspector can and can't do. OAR 812-008-0200 - OAR 812-008-0214.
3. A written contract is required of all home inspections. Contracts should be read carefully as they may contain arbitration clause or a clause that limits the inspector's liability.

### How can the CCB help?

The CCB provides consumer protection and regulates the home inspection industry. If you have a problem with your licensed home inspection businesses, the CCB may be able to help.

You may file a complaint with the Construction Contractors Board against the licensed business if:

1. There is a direct contract between you and the licensee and,
2. It's been within one year from the time the inspection was performed.

Complaints filed against unlicensed businesses or home inspection businesses using uncertified individuals to perform inspections are sent to the CCB's Enforcement Section, but will probably not result in direct benefit to the complainant.

### How can you reach the CCB?

Mail: PO Box 14140, Salem, OR 97309-5052  
Location: 700 Summer St. NE, Suite 300, Salem  
[www.oregon.gov/ccb](http://www.oregon.gov/ccb)