

# CONTRACT PROVISIONS

## THIS IS A LIMITED INSPECTION

Please read both sides carefully

With payment of the inspection fee as consideration, the Client and B and B Home Inspections,LLC agree to the full and complete acceptance of the following Contract Provisions and Conditions (see reverse side).

### INSPECTION

It is our understanding and agreement that this inspection is (a) limited in scope, (b) not a Building Code compliance inspection, and (c) being/was conducted in accordance with all conditions and provisions listed here and on the reverse of this page and which are part of and included with this Inspection Report.

### LIMITATIONS / SELLER'S DISCLOSURE

The inspection report should not be solely relied upon and those items disclosed by the seller should be considered when purchasing the property. The inspection report is not a home warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures which may be required by law.

### LIMITATION ON LIABILITY

B and B Home Inspections,LLC's LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO THE LESSER OF ACTUAL DAMAGES OR \$1,000.00. This 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 limitation is binding on client and client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through client. Client assumes the risk of all losses greater than \$1,000.00. Client agrees to accept the lesser of actual damages or \$1,000.00 as full settlement of any claims which may ever arise from this inspection. If settlement of up to \$1,000.00 is not offered by B and B Home Inspections,LLC, client agrees the dispute will be resolved pursuant to the section of this contract entitled "Settlement of Disputes".

Clients' initials \_\_\_\_\_

### UNDERSTANDING THE STANDARD HOME / BUILDING INSPECTION

The Standard Home/Building Inspection is a visual, non - invasive examination of the essential external and internal structural components, readily accessible heating, cooling, electrical and plumbing systems of the building in accordance with the Standards of Practice for Oregon Certified Home Inspectors set forth in Division 8 of OAR Chapter 812 (Oregon Administrative Rules) and ASHI (American Society of Home Inspectors) Standards of Practice. A copy of the Standards of Practice for Oregon Certified Home Inspectors and/or ASHI are available upon request at anytime including before the start of the inspection. The inspection is performed by a generalist who will report the conditions and symptoms observed, but NOT the cause or remedy.

In the Standard Home/Building Inspection, the inspector WILL NOT: remove floor or wall coverings, move furniture or stored items, open walls or perform any type of destructive testing. Further, the inspector WILL NOT dismantle equipment, operate shut-off valves, change light bulbs, light pilot lights or inspect systems which have been shut down, nor inspect items inaccessible because of soil, vegetation, walls, floors, carpets, furnishings or household belongings, water, ice, snow, or other conditions that would be a danger to the inspector. The inspector WILL NOT render a written report on those items which are beyond the scope of the inspection.

In the Standard Home/Building Inspection the inspector WILL: observe the structural components of the house and attached garage, wall cladding and trim, roofing, flashing, chimney exterior, decks and balconies. The inspector will operate permanently installed heating systems using normal controls, the central cooling system when weather permits, plumbing fixtures, built in appliances and a representative number of electrical outlets, doors and windows. The Inspector will also render a written report on those items covered by the inspection.

- Accepted
- Declined Client's Initials \_\_\_\_\_

Inspection Fee\* \$ \_\_\_\_\_  
\*(Subject to inspector's on-site review)

### UNDERSTANDING THE COMPREHENSIVE HOME/BUILDING INSPECTION

The comprehensive Home/Building Inspection is conducted by a team of professionals and requires approximately eight hours to complete. It will require a second day visit. A comprehensive inspection will typically require a seven to ten day lead time to schedule. This inspection covers all of the elements of the Standard Home/Building Inspection and additionally includes: Electronic circuit load analysis, heat distribution by volume analysis, in depth inspection (which requires dismantling) of: Furnaces, boilers, heat pumps, and central air conditioners. It will also include: heat loss surveys, video scoping of main sewer lines and chimney, and full operational testing of windows, doors, electrical outlets, and fixtures.

- Accepted
- Declined Client's Initials \_\_\_\_\_

Inspection Fee\* \$4,000.00 Minimum  
\*(A la carte service may be available)

### FINAL WALK-THROUGH

This inspection recites the condition of the inspected components and systems AT THE TIME OF THE INSPECTION ONLY and is not a substitute for the client's responsibility to perform a complete and thorough pre-settlement walk-through.

### CONFIDENTIAL REPORT

The inspection and report are performed and prepared for the confidential and exclusive use and possession of the Client, and are NOT intended to provide complete information about the home. Neither the inspection nor the report should be solely relied upon and/or used to make decisions as to whether the home should or should not be purchased. The inspection and the report are the property of the Client and are not transferable to any other party. B and B Home Inspections,LLC shall not be liable to any other party who obtains or relies on this report.

### ADDITIONAL SERVICES

- WDO (Wood Destroying Organisms) \$ \_\_\_\_\_
- Unattached Buildings \$ \_\_\_\_\_
- Other \$ \_\_\_\_\_
- TOTAL \$ \_\_\_\_\_
- None Client's Initials \_\_\_\_\_

Total Inspection Fee – All services \$ \_\_\_\_\_

Payment is required at the time of service.  
Please make checks payable to:  
B and B Home Inspections,LLC

OR CCB# 162640, OCHI# 795, WA SPI# 67116

I understand this inspection is being conducted solely for my purposes and use and is not transferable. I agree to the Contract Provisions and Inspection Contract Conditions (on reverse side), and acknowledge my responsibility to thoroughly read and carefully interpret the inspection report and its accompanying material. I or my agent have made all necessary arrangements with the selling party and have the authority to provide access/entry for the purpose of inspection to the property listed below.

Address of Property to be inspected: \_\_\_\_\_

I authorize copies of this report to be made available to: \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_ B and B Home Inspections,LLC by: \_\_\_\_\_

Client Name \_\_\_\_\_ Inspector Signature \_\_\_\_\_

# INSPECTION CONTRACT CONDITIONS

THIS IS A LIMITED INSPECTION  
THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION

1. This is (a) a limited inspection of the major systems of the building and improvements, (b) renders only the opinion of the inspector and (c) is based upon items readily accessible and observable. This inspection is essentially visual, not technically exhaustive and, in some instances, only provides for a sample testing. It does not imply that every defect will be discovered. THE CLIENT AGREES TO ACCEPT ALL RISKS WHICH ARE CONCEALED FROM VIEW, INACCESSIBLE TO INSPECTION COMPANY AT TIME OF INSPECTION, OR EXCLUDED FROM INSPECTION BY THE TERMS AND CONDITION OF THIS AGREEMENT.

2. This Inspection Report recites symptoms observed, but does NOT conclusively establish the cause of any such symptom or defect; such cause(s) can only be determined by further detailed investigation. IT IS FULLY UNDERSTOOD AND AGREED that any such investigation and determination is beyond the scope of this inspection.

3. Recitation of some defects, noticeably small defects, is not to be construed to establish a standard or imply an expanded scope of the inspection, but rather is offered merely as additional information.

4. The inspection and report DO NOT address and are not intended to address the possible presence of or danger from Asbestos, Radon gas, Lead paint, Urea Formaldehyde, Soil Contamination and other indoor and outdoor pollutants, Toxic or Flammable Chemicals, Water or Airborne related illness or disease, and all other similar or potentially harmful substances or environmental conditions. Environmental and Additional services including MOLD identification, sampling or testing is not part of the Standard or Comprehensive Home/Building Inspection. An inspection including Environmental and/or additional services may be available, but at an additional charge. It is recommended an additional review and testing be performed by a Hygienist or professional laboratory.

5. The Inspection and report DO NOT address and are not intended to address the condition of Exterior Insulation Finish Systems (EIFS). This type of exterior wall cladding requires evaluation by and EIFS Specialist.

6. IT IS SPECIFICALLY UNDERSTOOD AND AGREED that any liability or claim whatsoever made against B and B Home Inspections, LLC, its employees, inspectors or agents arising out of or as a result of this Inspection and Inspection Report shall be solely and exclusively limited to the prevailing standards and scope related to the specific items evaluated as described in "Understanding the Standard Home/Building Inspection", and the whole of Side A and B of this agreement. The Client(s) expressly waives all claim(s) for incidental and consequential damages and in no event shall the total damages recoverable under this Agreement exceed \$1,000.00. Any such claim must be made by notice in writing and the inspector or his/her representative must be allowed to re-inspect such claim or item BEFORE ANY REPAIRS ARE MADE, except in the case of an emergency. Failure to give such notice as stated above shall constitute a waiver of any and all such claims.

## SETTLEMENT OF DISPUTES

Any disputes, controversy or claim for breach of contract, negligence, fraud, misrepresentation or any other basis arising out of or related to this contract and inspection shall be submitted to the Oregon Construction Contractors Board (CCB) for resolution. Such dispute shall be submitted to the CCB within one year of the inspection report. The first method of resolution shall be mediation or settlement conference or other informal method available through the CCB. If such a method is not available or does not resolve the dispute, the matter shall be submitted to the CCB for arbitration and both parties to this contract agree to be bound by rules and procedure of the CCB in the arbitration of the dispute. In the event that the CCB has no jurisdiction or for any reason refuses to arbitrate the matter, the parties agree first to try in good faith to settle the dispute by mediation administered under the rules and procedures of Construction Arbitration Services, Inc. In the event that this mediation fails to resolve the dispute, the matter shall then be settled under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The Decision of the CCB or Arbitrator shall be final and not subject to appeal.

7. Anything to the contrary notwithstanding, payment of the inspection fee within ten days of the inspection is a condition precedent to any right or interest in the inspection, or the inspection report, and to all claims for relief, redress, or damages against B and B Home Inspections, LLC, its officers, employees, inspectors, or agents.

8. The prevailing party in any dispute, including collections, arising out of this agreement, the inspection, or report(s) shall be awarded reasonable attorney's fees, arbitrator fees, and other costs.

9. No representations or warranties have been made concerning the property's conformance with applicable government building codes or The Comprehensive Environmental Response Compensation and Liability Act 1980 ("CERCLA"), as amended, pertaining to environmental hazards. B and B Home Inspections, LLC offers no guarantee or warranty, whether expressed or implied, as to the future condition of the inspected components and systems. THE PARTIES FURTHER AGREE TO THE EXCLUSION OF ANY AND ALL IMPLIED AND EXPRESSED WARRANTIES PERTAINING TO THE PROPERTY'S MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

10. If any portions of this agreement are found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties.

11. Any use of B and B Home Inspections, LLC's employees, inspectors, or agents for purposes of witness or judicial experts will require special services and therefore additional compensation to be determined upon conditions.

12. This agreement represents the entire integrated agreement between the parties. No verbal statements by the inspector shall expand the scope of this agreement or the inspection report, nor shall such statements be relied upon by the client when solicited from the inspector by the client at the time of the inspection or any other time. This agreement shall be amended only by written agreement signed by both parties.

13. The terms and conditions of this agreement shall govern notwithstanding any inconsistent or any additional terms and conditions of any order or order document submitted by the client.

## Homebuyer/Homeowner Concerns

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### Beyond the Standard Home/Building Inspection

Buying/Owning a home has many aspects and concerns beyond the Standard Home Inspection. Some involving the building and property, may require the services of specialists who utilize highly specialized equipment. Other aspects may require the services of an engineer, attorney, researcher or diagnostician. No list will ever be complete, but these are some of the issues for which you should consider obtaining the advice of other professionals and are NOT COVERED by a Standard Home Inspection.

### PROPERTY

Code or zoning violations  
Permit research  
Property Measurement and surveys  
Boundaries, easements or right of way  
Conditions of title  
Value appraisals  
Proximity to environmental hazards of any and all kinds  
Proximity to obnoxious interference such as: airplane routes or railroad tracks  
Neighborhood or territorial flood conditions  
Soil and geological conditions of any kind  
Well water systems including quality and quantity  
Underground sewer lines and/or waste disposal systems  
Buried piping or electric wiring  
Cisterns  
Underground storage tanks  
Fountains, fire pits, barbecues  
Lawn and landscaping  
Unattached buildings

### MECHANICAL

Adequacy or efficiency of heating and cooling  
Solar heating systems  
Thermostatic or time clock controls  
Water softeners and purifiers  
Steam baths, spas and saunas  
Swimming pools  
Gas and water shut-off valves  
Buried piping  
Load of electric circuits and/or wiring hidden from view  
Radio controlled devices  
Elevators, lifts and dumb waiters  
Unique/technically complex systems  
Central vacuum systems

### STRUCTURAL

Structural load bearing capacity  
Analysis or cause of structural defects  
Latent or concealed defects  
Probability of continued structural stability

### OTHER

EIFS  
Free standing appliances  
Personal property  
Conditions pertaining to animals, pests or rodents  
Wood destroying insects  
Assessment of environmental hazards of any type  
Odors and noises  
Child and/or comprehensive safety assessment  
Fire protection  
Style, aesthetics or design flaws  
Life expectancy of systems or components  
Repair costs estimates  
Cosmetic features - paint, wall paper/coverings, floor coverings, flooring and paneling.

## B and B Home Inspections, LLC

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Oregon CCB #162640  
Oregon Certified Home Inspector #795  
Oregon Commercial Pesticide Applicator #176804  
Washington Structural Pest Inspector #67116

800-353-0277 541-490-0277 509-493-4100

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White Salmon, Washington 98672