



HomeTech, LLC

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CCB# 155095
OCHI# 600
OCA# 171863

HOME INSPECTION AUTHORIZATION

Customer PLEASE PRINT

Address of Property To Be Inspected

Name _____

Address _____

City _____ State ____ Zip _____

PLEASE READ ALL PAGES CAREFULLY BEFORE SIGNING

Definitions:

When used in this contract, the word COMPANY refers to HomeTech, LLC its agents and employees. The word CUSTOMER refers only to the above named person who contemporaneously signs this contract where indicated below. The word HOME refers to the main structure located at the property address listed above.

Scope of Inspection:

The scope of this inspection ("Scope") is limited to the visual examination of the safely and readily accessible portions of the structural, heating, cooling, plumbing, roofing, electrical and components of the Subject Property specified in this Contract and the Inspection Report for conditions which are adversely affecting their normally intended function or operation within the limits set forth in this Contract and the Inspection Report. No other systems, items or appliances are included in this inspection. The inspection performed is not intended as a substitute for a sellers disclosure statement.

The inspection and report are to be performed and prepared for the sole, confidential and exclusive use and possession of the CUSTOMER. The written report will include comments based on observations of the visible and readily accessible areas of the property, as outlined in the Oregon Standards of Practice for Home Inspections.

An inspection is intended to assist the CUSTOMER in evaluation of the overall condition of the HOME. The inspection is based on observations of the visible and apparent conditions of the HOME and its major components on the date and time of the inspection. A home inspector is a generalist and not a licensed structural engineer. A home inspector will not render an opinion as to the structural integrity of the HOME. You are advised to seek specific professional opinions as to any suspected structural defects or concerns reported.

The inspector shall not walk on or access a roof, if at the inspector's sole opinion, it is believed this action could damage the roof or roofing material or be unsafe for the inspector. The inspector does not perform invasive or destructive procedures; equipment, items and systems will not be dismantled. Furniture and other stored items will not be moved. Equipment will only be operated by normal controls or operating devices. The inspector will not turn on utilities.

Inspection may help determine if major component(s), if accessible at time and date of inspection, are performing their intended function. Maintenance, cosmetic and other minor deficiencies or minor functions may be discussed, but they are not a part of the inspection and report. Client has no expectation of being notified of all conditions and waives any claim to conditions which are not reported. The possibility of hazardous materials may be noted in the report, but this should never be interpreted as either a complete list of all their locations. HomeTech, LLC is not responsible for betterments that put the client further ahead of where the report told them they were. HomeTech, LLC is not responsible for any condition affecting any system or component which occurs subsequent to the inspection or is intermittent and not detectable during the inspection. The client acknowledges that the inspector will not observe every square inch of the building, and that the inspector could fail to see or note a defect.

The inspection shall be conducted in accordance with the Standards of Practice and Code of Ethics of the American Society of Home Inspectors, Inc. (ASHI) and Oregon Standards of Practice for Home Inspections. A copy of these standards shall be made available to the CUSTOMER at no additional charge.

The written report will be the total report and client agrees that no representation, statement or communication by HomeTech, LLC's inspector is binding unless it appears in writing in HomeTech, LLC's Property Inspection Report.

Items Completely Excluded From This Inspection:

This is not a compliance inspection or certification for past or present governmental codes, rules or regulations of any kind. Latent, hidden and concealed defects and deficiencies of any kind are excluded from the inspection and report.

The inspection and report will not address and are not intended to address the presence, or danger from any potentially harmful substances and environmental hazards including but not limited to radon gas, carbon monoxide, lead, lead paint, molds, asbestos, urea formaldehyde, pesticides, fungicides, carcinogens, water quality, toxic or flammable chemicals or gases, water or airborne hazards. Additional services for the inspection of specific items may be provided for at an additional fee under a separate contract.

Also excluded from this inspection and report are any information pertaining to manufacturers recalls of any component, detached buildings or equipment, swimming pools, spas, whirlpool, and hot tub systems, electrostatic precipitators or electronic air cleaners or filters, wells, cisterns, ponds, fountains, on site and off site sewage disposal systems, septic systems, security systems, active and passive solar systems, soils, flood plains, computer control systems, audio and video systems, fencing, landscaping, trees, central vacuum system, water conditioning equipment, washing machines, dryers, sprinkler systems including lawn sprinklers and fire sprinklers, fire and other safety equipment. Although a reasonable effort will be made to examine the inside of the furnace, most of the heat exchanger is not accessible without disassembly. This is not a complete evaluation of the heat exchanger.

This is not an inspection for the presence or absence of rodents, termites and other wood destroying insects or organisms, but if observed they may be reported. It is recommended that CUSTOMER obtain the services of a qualified exterminator contractor should CUSTOMER wish such an evaluation of the property identified above.

Technical Home Inspection Option:

HomeTech, LLC offers a more extensive and technically oriented inspection than that provided with a General Home Inspection. Technical Home Inspections conducted by HomeTech, LLC involves multiple service providers (e.g. Master Electricians, Master Plumbers, HVAC Specialists, Professional Engineers, etc.) and take a minimum of five (5) days to complete. We charge a minimum base fee of \$2,500 plus any laboratory analysis and specialized testing fees for our Technical Home Inspection; the findings are issued with a two-year written guarantee. If you wish to have a Technical Home Inspection, you will need to obtain written permission from the Property owner and initial the "YES" block below.

By initialing this block, I elect the Technical Home Inspection option described above. YES _____

Liability of Inspector:

The inspector is the agent of the COMPANY and accepts no personal liability.

Guarantees and Warranties:

Client acknowledges that HomeTech, LLC warrants its inspection services will be performed in accordance with the scope, inspection report, and the standards of practice of the State of Oregon Standards of Practice for Home Inspections only. This is a limited and non-transferable warranty and is the only warranty given by HomeTech, LLC. HomeTech, LLC makes and client receives no other warranty, express or implied, except as specifically provided in connection with a Technical Home Inspection. All other warranties including warranties of merchantability and fitness for particular purpose are expressly excluded. This stated express warranty is in lieu of all liabilities or obligations of HomeTech, LLC for damages arising out of or in connection with the performance of the inspection and any delivery and use of and reliance on the inspection report. Client waives any claim for consequential, exemplary or incidental damages, even if HomeTech, LLC has been advised of the possibility of such damages.

Returned Check Policy:

The COMPANY shall charge the CUSTOMER a return check FEE not to exceed \$ 25.00 for ALL RETURNED CHECKS. There shall be no exceptions to this policy.

Disputes:

No arbitration or claim arising out of the inspection or inspection report shall be made against the COMPANY unless the following conditions are satisfied first:

1. **DATE BY WHICH NOTICE OF DISPUTE MUST BE GIVEN:** Written Notice of the dispute must be given to the COMPANY on or before the 180th day (6 months) after the date of this contract. The notice of dispute shall; (a) describe the dispute including what CUSTOMER believes COMPANY did or failed to do, (b) state why CUSTOMER believes COMPANY is responsible, (c) set forth any remedial action that CUSTOMER believes COMPANY should undertake and (d) offer to allow COMPANY to inspect as set forth in the following paragraph. Notice of dispute shall be sent by registered or certified mail to the COMPANY address as set forth in this agreement.

2. **RIGHT TO RE-INSPECT:** If CUSTOMER believes the COMPANY made a mistake or error, before making any repairs or alterations relating to the alleged mistake or error, the CUSTOMER shall send the COMPANY a written notice of dispute as stated in the paragraph above. Within 14 days of receipt of this notice, the COMPANY shall send the CUSTOMER a notice requesting an inspection of the property. Within 20 days of receiving such a request, the CUSTOMER shall provide the COMPANY an opportunity to inspect the portion, item or system of the property relating to the alleged mistake or error.

3. **NEGOTIATIONS:** (a) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, the Inspection or the Report promptly by negotiation. Within 90 days after delivery of the original notice, the COMPANY shall submit to the CUSTOMER a written response. The response shall include a statement of each party's position and a summary of arguments supporting that position. Within 30 days after delivery of said written response, both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored, (b) If the matter has not been resolved within 30 days after delivery of the written response, or if the parties fail to meet within 90 days, either party may initiate arbitration of the controversy or dispute as provided hereinafter, (c) All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the rules of evidence.

4. **ARBITRATION:** If the dispute has not been resolved by negotiation as provided herein, the parties shall endeavor to settle the dispute by arbitration under the then current commercial arbitration rules of the Oregon Construction Contractors Board (CCB) or under such other binding alternate dispute resolution rules to which the parties agree in writing. A single, neutral third party that is a licensed architect, ASHI member, engineer or professional contractor, will be selected from the CCB panel of neutrals, with assistance of CCB, unless the parties agree otherwise.

5. **LIMITATION ON DAMAGES:** The purpose of this provision is to limit the amount of monetary damages that CUSTOMER may recover from COMPANY. The maximum amount of money that CUSTOMER may RECOVER is hereby limited to the lesser amount of either two times the fee paid by CUSTOMER to COMPANY under this agreement or **\$1,000.00**. The limitation in this paragraph applies to every type of claim, cause of action or dispute arising out of or in any way relating to this Agreement, Inspection of the Property or Reports, including but not limited to breach of contract, negligence, negligent misrepresentation and violations of any Unfair Trade Practices Act. This limitation does not apply to any claim for vexatious litigation or similar type of claim by COMPANY against CUSTOMER or CUSTOMER'S lawyer or legal REPRESENTATIVE.

Received Oregon Standards of Practice for Home Inspectors _____ initial

Fee:

For a fee of \$ _____, COMPANY and CUSTOMER agree to have COMPANY conduct an inspection, on (inspection date) _____.

Acceptance and understanding of this agreement are hereby Acknowledged, CUSTOMER, by Signing below, also Acknowledges receipt of a copy of this Agreement.

CUSTOMER SIGNATURE: _____ **DATE SIGNED:** _____

CUSTOMER CONTACT PHONE NUMBER: _____

COMPANY REPRESENTATIVE: _____ **DATE SIGNED:** _____