

# Perfection Inspection, Inc

## Inspection Agreement (Please read carefully)

THIS AGREEMENT is made and entered into by and between Perfection Inspection Inc. referred to as "Inspector", and (client's name) \_\_\_\_\_ referred to as "Client". 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. In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of (Price of the inspection) \_\_\_\_\_ for the inspection of the "Property", being the structure or building, located at (inspection address) \_\_\_\_\_.
2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection in accordance with standards and practices set forth in Division 8 of OAR 812-008-0204 thru 812-008-0214. A function of the inspection includes the use of its Infrared Camera which can capture infrared and digital images. These additional technologically advanced features are also used to meet ASHI requirements and are used for the benefit of the client. Latent and concealed defects and deficiencies are excluded from the inspection and Perfection Inspection Inc. in no way purports to perform any service beyond the standard "visual inspection" of a Home Inspector.
3. The parties understand and agree that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement is done without giving the Inspector the required notice, the Inspector will have no liability to the Client. **The client further agrees that the Inspector is liable only up to the cost of the inspection.**
4. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
5. This Agreement, including the terms and conditions represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement and signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, and if that state's laws or regulations are more stringent than the forms of the agreement, the state law or rule shall govern.
6. Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged.
7. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; product recalls or warranty claims; recreational equipment or facilities; underground storage tanks; energy efficiency measurements; concealed or private secured systems; water wells; heating systems accessories; solar heating systems; sprinkling systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae, lightning arrestors, trees or plants; governing codes, ordinances, statutes and covenants and manufacturer specifications. Client understands that these systems, items and conditions are not included in this inspection. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.
8. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.
9. *The Inspection will include a Wood Destroying Organism review if specifically requested by Client*
10. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

**SEE NEXT PAGE FOR ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS**

Perfection Inspection Inc.

Inspection Agreement (ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS)

11. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind. Furthermore, any legal action must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred.

12. This inspection does not determine whether the property is insurable.

13. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

14. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

15. Payment of the fee to INSPECTOR is due upon completion of the on-site inspection. Payments more than 30 days late will incur an additional 18% fee and be sent to a collections agency. The CLIENT agrees to pay all fees incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty entire payment of the fee by the entity.

16. Client authorizes inspector to release report and allow it to be forwarded to and by their representing agent if applicable.

17. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.

18. CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

↙  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Inspector: Jim Allhiser  
1160 31<sup>st</sup> Ct NW  
Salem, OR 97304  
License : CCB#179533 OCHI#916

*J. C. President*