

- g. **Air Conditioning Components** to include: cooling and air handling equipment, distribution systems, and normal operation controls.
 - h. **Interior Components** to include: walls, ceilings, floors, steps, stairways, balconies and applicable railings; counters and cabinets; the operation of a representative number of accessible doors and windows; smoke alarms and carbon monoxide alarms, if present and not part of a central security system.
 - i. **Insulation and Ventilation Components** to include: insulation and vapor barriers in unfinished spaces; ventilation of attics and foundation areas; and kitchen, bathroom and laundry venting systems.
 - j. **Fireplace and Stove Components** to include: solid and gas fireplaces, stoves, dampers, fireboxes and hearths.
 - k. **Attached Garages and Carports** to include: framing, siding, roof, doors, windows and installed electrical/mechanical systems pertaining to the operation of the home. Unless expressly stated in this Agreement, the inspection does not include detached garages, carports, sheds, and other structures that are not attached to the home being inspected.
 - l. **Built-in Kitchen Appliances** to include; dishwasher, range, cooktop, oven, trash compactor, garbage disposal, ventilation equipment or range hood, installed microwave oven, and built-in refrigerators.
 - m. Any other systems and components required to be inspected by the applicable state's standards of practice.
3. The inspection encompasses only the systems and components listed above that are readily accessible to Inspector at the time of inspection. "Readily accessible" means (1) exposed to view and available for visual inspection without requiring moving personal property, dismantling, destructive measures, or any action that likely will involve damage or risk to persons or property, (2) having adequate clearance, and (3) being free of conditions (including weather conditions) which, in the Inspector's opinion, are hazardous to the health and safety of Inspector or will cause damage to property. It is the Client's responsibility to make sure the systems and components to be inspected are readily accessible at the time of inspection. This includes making sure pets are secured. Unless required by the applicable standards of practice, Inspector will not move personal property, furniture, equipment, plants, soil, snow, ice, debris, ceiling tiles, or other obstructions that impede Inspector's ability to access or otherwise observe a system or component. Inspector will note in the inspection report any systems and components that were inaccessible. An additional Inspection Fee will be charged to the Client if Inspector is required to return to the property to complete an inspection or reinspect due a system or component not being readily accessible at the time of inspection.
 4. **The Client understands and agrees that, unless expressly agreed to in writing, Inspector will not test for: compliance with applicable building codes; for the presence of or for any potential dangers arising from the presence of recalled items; potentially harmful or toxic substances or environmental hazards, including, but not limited to, asbestos, radon, lead paint, carbon monoxide, formaldehyde, PCBs or other toxins, corrosive contaminants, electromagnetic fields, mold, or fungus; the presence of wood destroying organisms (including termites and carpenter ants); water, soil, and air quality; and environmental hazards or violations. The inspection also does not include the items listed in the Exhibit A (List of Exclusions) found at the last page of this agreement. Client agrees they read and understood all exclusions before signing this Agreement.**
 5. **The inspection will also exclude any systems or components that the Client specifically requests not to be included in the scope of the inspection, if agreed upon in writing before the inspection.**
 6. The home inspection will be limited to the visual observations of Inspector and will be based on the condition of the property at the time of inspection.
 7. The purpose of the inspection is to identify material defects observed by Inspector in the systems and components inspected. A "material defect" is a condition, or functional aspect, of a system or component that is readily ascertainable during the home inspection and that, in Inspector's opinion, could substantially affect the value, habitability or safety of the dwelling, but does not include decorative, stylistic, cosmetic, or aesthetic aspects of the system, structure or component.
 8. Inspector does not perform engineering, architectural, electrical, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located and is not to be considered an "expert" in such occupations. It is strongly recommended that Client engage the services of a licensed professional to evaluate material defects identified by Inspector or if Client has any questions or concerns about items identified in the report. Client is solely responsible for deciding whether to engage, and for so engaging, a licensed professional.

B. Written Inspection Report

1. After the inspection, Inspector will prepare a written report identifying the defects that Inspector (1) observed and (2) deemed material (as defined above). This report is supplementary to any seller's disclosures that may be required by law. The inspection is designed to identify material defects visible on the day of the inspection in the readily accessible systems, structures, and components of the property that are within the scope of this inspection. It should not be assumed that a system excluded entirely from the report is free from defects.
2. The report does not hold older structures to current standards or codes. Structures are evaluated according to the era in which they were built.
3. Any comments in the inspection report about systems, components, or conditions of the property that are excluded from the scope of the inspection by this Agreement or not required to be inspected by the applicable State standards of practice are informal only and do not expand the scope of this inspection or Inspector's responsibilities, and do not represent an inspection of those systems, components, or conditions.
4. The home inspection report does not assign significance to defects identified. Each Client's budget and capacity to repair defects is different. Inspector cannot know what defects will be considered significant by Client. Client should therefore consider all defects significant and have the system or component evaluated by a licensed professional, and obtain a quotation for repair, before the end of the contingency period. Additional defects may be found by an expert. The Client assumes sole liability for any damages caused by Client failing to act on the information and recommendations contained in the inspection report.
5. The inspection and inspection report are for the Client's use only. Client will be the sole owner of the report and all rights to it. Client gives Inspector permission to discuss Inspector's report and observations with real estate agents, owners, repair persons, or other interested parties. However, Inspector is not responsible for any use or misinterpretation of the report by third parties, and third parties who rely on the report in any way do so at their own risk and release Inspector (and any employee's, agents, and subcontractors of Inspector) from any liability whatsoever.
6. In providing the property inspection and inspection report, information about the Client, Inspector, associated real estate professionals, and the property inspected will be collected and input into HomeGauge inspection software and services, which Inspector uses to produce the inspection report. This information may include personally identifiable information about the Client, Inspector, and associated real estate professionals. Inspector may choose to use this information for marketing and advertising purposes, and Client grants Inspector an irrevocable license to use such information for those purposes. This information may

also subsequently be used by the provider of HomeGauge, as set out in the HomeGauge Privacy Policy (found at: <https://www.homegauge.com/privacy.html>).

C. Inspection Fee

1. The Inspection Fee stated above, and fees for any additional services requested by Client, are due and must be paid in full before the start of the inspection. The Inspection Fee is for one (1) trip to the property. Additional fees will apply for return trips.
2. The Inspection Fee is nonrefundable. Inspections terminated onsite for any reason, including safety issues or the absence of utility service, will be billed the entire Inspection Fee.
3. Past-due fees shall accrue interest at 8% per year. Client agrees to pay all costs (including attorney fees) Inspector incurs in collecting past-due fees. Any person signing this agreement on behalf of Client agrees to be personally liable for payment of past-due fees and collection costs.

D. Disclaimer of Warranties, Limitation of Liability, and Indemnification

1. The inspection and report are not intended to be technically exhaustive of all possible defects or conditions affecting the property. Client understands and agrees: (1) that the services provided by a home inspector are not as exhaustive as those provided by experts in the numerous components and systems of a structure; (2) that due to the limitations of a home inspection, as defined by industry and state standards, an expert in a particular field may identify defects that are not identified by a home inspector; (3) that they chose to obtain the services of a home inspector as a more efficient and less expensive compromise between hiring individual experts, at great expense and additional time, to evaluate each component of the subject dwelling; (4) that it is unreasonable to hold the home inspector to the same standards as experts who would perform exhaustive testing; (5) that a home inspection is not intended to find every nonmaterial defect that falls under normal homeowner maintenance; and (6) that, because of the limitations of a home inspection, not all defects may be identified, and unexpected defects and repairs should be anticipated (including defects that may arise or worsen after the inspection).
2. **THE INSPECTION, INSPECTION REPORT, AND ANY STATEMENTS MADE BY THE INSPECTOR ARE NOT A GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE FUTURE USE, VALUE, OPERABILITY, HABITABILITY, LIFE EXPECTANCY, MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, OR SUITABILITY OF THE PROPERTY OR THE SYSTEMS AND COMPONENTS INSPECTED, AND MAY NOT BE RELIED ON AS SUCH. INSPECTOR EXPRESSLY DENIES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT ALLOWED BY LAW.**
3. Client is solely responsible for any damages to Client or any third parties arising out of Client using or acting upon (or failing to use or act upon) any information contained in the inspection report or otherwise arising out of the inspection. Client agrees to hold Inspector harmless for, and that Inspector is not responsible or liable for, any costs, expenses, damages, fines, penalties, judgments, or liabilities of any type (including but not limited to costs of repair or replacement; loss of use; incidental, indirect, special, or consequential damages; lost profits or savings; and lost business opportunities or business advantages) arising out of or relating in any way to the inspection, the inspection report, any reported or unreported defect, or the property to be inspected, its systems and components, or contents therein.
4. Client agrees to indemnify, save, defend, and hold harmless, at Client's sole cost and expense, Inspector (and Inspector's employees, officers, agents, affiliates, successors, and subcontractors) for any liability, claim, obligation, damage, penalty, action, judgment or expense asserted by any third party arising out of Client's, or any person acting on Client's behalf, use or disclosure of the report or of any information contained in the report or obtained as part of the inspection. Inspector will promptly advise Client of any such claim within 45 days of concluding that such claim is subject to this indemnification clause, and Client shall be responsible for all defense costs and efforts, as well as any liability arising via settlement, judgment or otherwise.
5. Regardless of the basis on which Client or any other party may be entitled to recover damages from Inspector (including, without limitation, breach of warranty, contract, or fiduciary duty; fraud, negligence, misrepresentation, or other tort), Inspector's liability will be limited to return of the fees Inspector received from Client under this Agreement. Furthermore, the party suffering such damages or losses must first exhaust any available legal and equitable remedies against parties other than Inspector.

E. Dispute Resolution

1. Client and Inspector agree that, except for efforts to collect past-due fees from Client, any dispute arising out of or in any way relating to this Agreement or the services provided by Inspector will be resolved exclusively by confidential binding arbitration filed with the Arbitration Service of Portland, Inc. (ASP). The arbitration will be held before a single arbitrator and will take place in Multnomah County, Oregon unless the parties mutually agree to another location.
2. Any legal claim of any kind arising out of or relating to this Agreement, the inspection, or the inspection report, including those sounding in tort or contract, must be commenced within one (1) year from the date of the inspection, regardless of when the facts supporting the claim are discovered. Failure to bring a claim within that time shall be a complete bar to any such action and a full and complete waiver of any rights, actions or causes of action. PLEASE NOTE THAT THIS TIME PERIOD MAY BE SHORTER THAN OTHERWISE PROVIDED BY LAW.
3. Before Client can initiate legal action against Inspector, Client must, within ten (10) days of discovery of the facts giving rise to the claim, provide Inspector with a written, detailed explanation of the claim that includes supporting documents, including video and/or photographic evidence of any alleged damage or defect. Inspector will have thirty (30) days from receipt of the notice of claim to investigate and respond to the claim, and to attempt to cure any defect if Inspector so chooses. During this thirty-day period, Client may not initiate legal action, and Client must, upon demand from Inspector, provide Inspector (and/or Inspector's agents, employees, and representatives) prompt access to the property to allow Inspector (and/or Inspector's agents, employees, and representatives) to inspect any alleged damage or defect. Unless there is an immediate risk of harm to persons or property, Client agrees not to repair or otherwise alter the condition of the property until Inspector has an opportunity to inspect the alleged damage or defect and is given an opportunity to cure if Inspector so chooses. Client's failure or refusal to comply with these conditions will be considered a known and voluntary waiver of any and all claims Client may have against Inspector.
4. The prevailing party in any legal action arising under or relating to this Agreement shall be entitled to recover their reasonable litigation expenses, costs, and attorney fees, including on appeal.
5. Nothing in this Dispute Resolution section limits a party's right to make a complaint to law enforcement or to a government regulatory agency, including the Oregon Construction Contractors Board or the Washington Department of Labor & Industries.

F. General Terms

1. Any re-inspection or inspection rescheduled to another date is subject to the terms of this Agreement.
2. Client may not assign this Agreement. Inspector may assign this Agreement only for purposes of collecting past-due fees. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors, and assignees (to the extent assignment is permitted under this Agreement).
3. This Agreement is governed by the laws of the state where the property to be inspected is located.

4. Client acknowledges and agrees that they had the opportunity and adequate time to consider this agreement and consult qualified counsel before signing. Therefore, if a court or arbitrator finds any term of this Agreement ambiguous or requiring interpretation, the court or arbitrator shall not construe the term against Inspector by reason of the rule that an ambiguity in a document is construed against the party drafting it. If a court or arbitrator declares any provision of this Agreement invalid or unenforceable, the remaining provisions shall remain in effect to the extent possible.
5. This Agreement represents the entire agreement of the parties. There are no terms other than those set forth herein. All prior discussions are merged into this Agreement. Client agrees that, in deciding to sign this Agreement, they did not rely on any statements, promises, or representations of Inspector that are not contained in this Agreement. No statement or promise by Inspector shall be binding or considered part of this Agreement unless reduced to writing and signed by Inspector. Any modification of this Agreement must be in writing, signed by Client and Inspector, and supported by consideration.
6. This Agreement may be signed by electronic means.
7. By signing this Agreement, Client represents and agrees that:
 - a. Client grants Inspector and its duly appointed agents the absolute right and permission to copyright, publish, and/or use any photographs, narratives, and other information derived from the inspection, and any statements or testimonials by Client, for art, advertising, promotion, training, education, or any other lawful purpose whatsoever;
 - b. Prior to signing this Agreement, Client received and read a copy of the Oregon Home Inspection Consumer Notice provided in accordance with OAR 812-008-0202 (2)(d) and a copy of the Oregon Standards of Behavior and Standards of Practice (OAR 8012-008-0200 through OAR 812-008-0214), if the property is located in Oregon, or a copy of the Washington State Standards of Practice for Home Inspectors (Chapter 308-408C WAC) if the property is located in Washington, and that links to electronic copies of those documents are also provided in this Agreement;
 - c. Client will read the entire inspection report, watch any videos attached, and follow all recommendations of the Inspector to gain a better understanding of the condition of the property and any material defects identified by the Inspector before closing of the purchase of the property;
 - d. The undersigned is authorized to sign this Agreement on behalf of the Client;
 - e. Client understands they had the right to have an attorney of their choice review this Agreement before signing it;
 - f. Client understands that if they do not agree with any of the terms, conditions, limitations, or exclusions set forth in this Agreement, the Client is free to not sign it and may retain another provider to perform the inspection services; and
 - g. Client read, understands, and agrees to all the terms and conditions of this Agreement, including the provisions for arbitration, limitations on liability and bringing claims, and indemnification.
8. **If you would like a large print version of this Agreement before signing it, you may request one by emailing us.**

I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

Client:

_____ **Date: \${TODAY}**
 Client's Signature

Inspector:

Brian Braunhuber
 _____ **Date: \${TODAY}**
 Inspector's Signature

EXHIBIT A

LIST OF EXCLUSIONS

In addition to the exclusions stated in Section A (Scope and Limit of Inspection Services), Client understands and agrees that the home inspection does not include the following unless expressly agreed to in writing before the inspection:

- Systems and components that are concealed or not exposed to view, including, but not limited to, plumbing, electrical, insulation (or lack of insulation), and sewage systems concealed behind walls, under floors, or underground.
- Determining compliance with permitting, building codes, manufacturer specifications, ordinances, regulations, covenants, or other restrictions (such as HOA rules), including local interpretations thereof.
- Identifying concealed conditions or latent defects or determining the cause of any condition or defect.
- Verifying square footage or representations of the seller or third parties regarding the property.
- Obtaining or reviewing information from third parties, including, but not limited to, government agencies, manufacturers (including product defects, recalls, or similar notices), contractors, managers, inspectors, sellers, occupants, neighbors, consultants, homeowner or similar associations, attorneys, agents, or brokers.
- Geotechnical, engineering, structural (including structural stability), seismic, environmental, architectural, geological, hydrological, land surveying, water or air quality, earth movement, or soil-related examinations and evaluations.
- Examination of conditions related to animals, rodents, insects, wood-destroying insects, organisms, mold, and mildew or the damage caused thereby. Mold determination is not part of this inspection. If evidence of unidentified stains is noted, a specialist should be consulted to determine the cause and source of the stain.
- Evaluating certain factors relating to any systems, structures, or components of the building, including, but not limited to, recalls, adequacy, efficiency, durability or remaining useful life, costs to repair, replace or operate, fair market value, marketability, quality, or advisability of purchase.
- Dismantling or disassembling of any system, structure, or component (including the furnace), or the performance of any intrusive or destructive examination, test, or analysis. The Home Inspector is limited to evaluating components from a visual inspection that may include opening or removing standard service or access covers when required by the applicable state standards of practice.
- Examining or evaluating fire-resistive qualities of any system, structure, or component of the building.
- Lifting any roof tiles or shingles, or walking on unfloored sections of attics, tile roofs, wet roofs, roofs that are unsafe to walk on due to pitch or other conditions that would jeopardize the safety of Inspector, or roofs over 15 feet from the ground.
- Systems, structures, or components of the building that are not permanently installed (such as refrigerators, washer/dryer, window AC units, barbecues, fire pits, heaters, lamps, other free-standing appliances, etc.) or part of the main house, unless evaluation is requested by Client and specifically identified in the written inspection report.
- Common areas, such as patios, stairways, parking lots, and other shared areas in a condominium unit or homeowners association, and the systems, structures, or components thereof.
- Examining or evaluating the acoustical or other nuisance characteristics of any system, structure, or component of a building, complex, adjoining properties, or neighborhood (such as dogs, aircraft, road noise, industrial noise, etc.)
- Operating or evaluating low voltage electrical, antennas, security systems, cable or satellite television, telephone, remote controls, radio controls, timers, watering timers, intercoms, computers, computer networks, photo-electric, motion sensing, or other such similar non-primary electrical power devices, components, or systems.
- Evaluation of any private water or sewage systems, pool, spa, sauna, solar hot water heater, solar electric, barn, fence, irrigation/sprinkler system, water softeners or purifiers, vacuum system, guest house, or structures other than the main building, unless agreed to in writing and included in the report.
- The effectiveness or operation of any locks, the operation of keys in locks, or reporting on which locks are keyed similarly.
- Examining or operating any sewage disposal system or component, including, but not limited to, septic tanks and/or any underground system or portion thereof, or ejector pumps for rain or waste.
- Testing overflow drains for tubs, showers, or sinks.
- Proximity to natural or environmental hazards or toxic waste sites.
- The history or potential for floods, wildfires, or other natural disasters or weather-related events that could affect the property.
- Whether the property or any of its systems and components have been used for or affected by any illegal or unlawful activity, including the use, sale or manufacture of any illicit drugs, products, or byproducts, including but not limited to methamphetamines.
- Inspection of stucco, EIFS (synthetic stucco), and stone veneer for water intrusion and related damage.
- Personal property.
- Unique or technically exhaustive systems or components.
- Operation of heating and cooling systems when operation during existing weather conditions would cause damage to the units.
- Detecting gas leaks or evaluating main gas shut off valves.
- Assurance of a dry crawlspace or basement, or that water intrusion has not occurred or will not occur on the property.
- Thermal imaging.
- Sewer scope.
- Mold sampling.
- Radon testing.
- Determining the presence, removal, or condition of underground tanks, whether an underground tank was properly decommissioned, or the presence of leaks from underground tanks.
- Foundation certification.