

Mt. Hood Home Inspections, Inc  
21905 SE Bohna Park Rd.  
Boring, Oregon 97009  
Ph: 503-467-6257 Fax: 503-658-7096  
CCB # 160745 OCHI #806  
HOME INSPECTION AGREEMENT

Client(s) Name: \_\_\_\_\_

The address of the property is: \_\_\_\_\_

Fee for the home inspection is \$\_\_\_\_\_. MHHI acknowledges receiving a deposit of \$\_\_\_\_\_ from CLIENT.

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between

**Mt. Hood Home Inspections, Inc.** (Hereinafter "MHHI") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. MHHI **agrees** to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report including wood destroying insects and identifying the defects that MHHI both observed and deemed material at the time of inspection. MHHI may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this Agreement or not possible, MHHI agrees to perform the inspection in accordance with the Oregon Home Inspectors Certification Law (ORS 701) Standards Of Practice and by signing this agreement acknowledges receipt of a copy of (ORS 701). CLIENT understands that these standards may be exceeded and contain certain limitations, exceptions, and exclusions and should be reviewed thoroughly. CLIENT also understands **Mt. Hood Home Inspections does not perform FHA PEST inspections and is not a licensed pesticide applicator.** FHA pest inspections may require a licensed pesticide applicator to inspect for the presence of Wood Destroying Insects (WDI).

3. The inspection and report are performed and prepared for the use of CLIENT, who gives MHHI permission to release observations and findings with real estate agents, owners, repairpersons, and other interested parties. MHHI accepts no responsibility for use or misinterpretation by third parties. MHHI'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement. **Inspector may be related to your real-estate agent. Inspector Brian Burns (OCHI # 806) is related to Wendy Burns of Burns and Olson Realtors and is not related to any other real-estate agents or brokers and MHHI has no interest in any inspected property.**

4. MHHI assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of MHHI, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the MHHI'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, **shall be limited to liquidated damages in an amount equal to the fee paid to MHHI, and this liability shall be exclusive.** CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the MHHI and CLIENT; and (iii) to enable the Inspector to perform the inspection at the stated fee.

5. MHHI does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the Inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing or noted here:

6. In the event of a claim against MHHI, CLIENT agrees to supply MHHI 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 MHHI and its agents from any and all obligations or liability of any kind.

7. 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 MHHI has its principal place of business. In the event that CLIENT fails to prove any adverse claims against MHHI in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of MHHI in defending said claims.

8. 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 MHHI or its agents shall be binding unless reduced to writing and signed by MHHI. 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 MHHI after one year from the date of the inspection.

9. Payment of the fee to MHHI (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses 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 payment of the fee by the entity.

**CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND A COPY OF (ORS 701).**

\_\_\_\_\_  
Brian Burns (MHHI) OCHI # 806

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CLIENTS OR REPRESENTATIVE.