



## VanPort Property Inspection, LLC Confidential Property Inspection Contract

THIS IS A BINDING CONTRACT. It contains the terms and conditions of your, “the Client’s” contract with VanPort Property Inspection. It is understood that the Client is retaining this inspector to perform a property inspection pursuant to the Standards of Practice of the Oregon State Contractors Board. Client warrants they will read the entire Inspection Report when received and will call promptly with any questions or concerns they may have regarding the Inspection or Inspection Report.

THE, “INSPECTION REPORT”, IS CONFIDENTIAL AND THE SOLE POSSESSION OF THE CLIENT. All warranties or representations are made and limited to the Client only and cannot be used, relied upon, or considered by anyone else without the express written permission of the inspector and the Client.

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

Inspection Address: \_\_\_\_\_ City: \_\_\_\_\_

OR.

**SCOPE OF THE GENERAL INSPECTION:** Client understands the property inspection is a non-invasive inspection/physical examination of the structure as it appeared on the day of the inspection. No representation is made as to any condition that may change after the date of the inspection. It is acknowledged and understood that the inspector is not to open, move, lift or change any condition within the structure on the day of inspection. It is further understood that the inspection is performed to identify material defects in the systems, structures, and components of the above referenced property and its associated primary structure. A material defect is a condition that significantly affects the value, desirability, habitability, or safety of the building. Style or aesthetics shall not be considered in determining whether a specific system, structure, or component is defective.

**LIMITATIONS AND EXCLUSIONS:** There are limitations, exceptions and exclusions to the inspection described within the OR Standards of Practice. These limitations, exceptions and exclusions may include any system, structure or component of the building which is inaccessible, concealed from view, or cannot be inspected due to circumstances beyond the control of the inspector, or which the Client has agreed is not to be inspected. Where components are identical and numerous, a representative sample will be assessed. The inspector will be limited in his ability to identify issues and/or conditions should the effects of weather, inoperable systems and/or barriers presented by an occupied structure, such as: furniture; throw rugs; computers; personal items; inaccessibility due to personal items; etc., prevent full discovery. Some problems or conditions may only become apparent after the structure has been occupied by a new owner and in use for a length of time. Further, there will be defects in the structure which are not visible during the inspection and thus not reported on, particularly with older structures. Therefore, it is not reasonable to expect all problems or conditions to be identified during a onetime inspection, no matter how thorough or deliberate the inspection may be. VanPort will not purchase insurance on your behalf. The following are excluded from the scope of the inspection unless specifically agreed upon in writing between inspector and client and for an additional fee which shall also be set forth in writing:

- a. Formulating an opinion as to compliance with manufacturer’s specifications and/or installation guidelines, building codes, ordinances, regulations, covenants, or any and all restrictions running with the land;
- b. Obtaining, reviewing or formulating an opinion as to permits, governmental limitations, building and safety (documents, conditions or controlled area), districts specifically designated for its geologic properties (examples including but not limited to flood control, gas-methane district, etc.), contractor’s plans/drawings, legal or Real Estate documents/limitations, etc.;
- c. Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying geological, or regionally specified zones or soils related examinations;
- d. Examination of conditions related to animals, rodents, non-wood destroying insects, mold, mildew, fungus, water intrusion (or its origin), toxic substances (lead, asbestos, etc.), environmental hazards/conditions, floods or damage related there from;
- e. Adequacy, efficiency, durability, or remaining useful life, costs to repair, replace or operate, fair market value, marketability, quality, or advisability of purchase of the property or any component therein;
- f. Dismantling of any system or component to perform any intrusive or destructive test or analysis;

- g. Examining or evaluating fire resistive qualities of any system, structure or component of the building or security systems/protection;
- h. Security systems, structures or components of the building which may or may not be permanently installed including security bars, locks, security devices, alarms, or related security devices, etc.;
- i. Systems, structures or components not specifically identified in the written inspection report;
- j. Common areas or systems, structures, or components thereof, including, but not limited to, those of a common interest development as defined under the laws of Oregon State;
- k. Examining or evaluating the acoustical or other nuisance characteristics of any system, structure, or component of the building, complex, adjoining properties, or neighborhood;
- l. Operating or evaluating low voltage electrical systems, antennas, security systems, cable or satellite television, telephone, remote controls, radio controls, timers, intercoms, computers, photo-electric, motion sensing, garden/outdoor lighting, or other such similar non-primary electrical power devices, components or systems.
- m. Fountains, water features and systems, sprinkler systems of all designs and structure are not included in this report;
- n. The inspector will not determine or inspect property lines, boundaries, fences, hedges, walls, and other natural or constructed barriers for their accuracy or correctness. If the client should have any concerns as to property boundaries, a licensed surveyor should be retained by the client to investigate further;
- o. Defining the manufacturer or issues directly or indirectly related to drywall from the Peoples Republic of China.

**EXHAUSTIVE INSPECTION:** The Client understands they have the option of a thorough, technically detailed and “exhaustive inspection” of the property in lieu of a general home inspection. This “exhaustive inspection” covers all issues related to the property which are excluded by the general inspection. For instance, an “exhaustive inspection” of the home includes; permit history, construction, in depth analysis of all systems with demonstrative testing by use of outside experts that may include experts from all specialized trades including, but not limited to electrical, construction, plumbing, soils, geological, building and safety, oil and gas, architectures, etc. Such additional expert examinations/inspections would be in addition to the cost of this inspector alone which, for an “exhaustive inspection”, would be \$150.00 per hour. Total expenses for such an “exhaustive inspection”, even for the most straightforward property, and without the additional expense of other experts, will range between \$1,000.00 and \$15,000.00, depending on the size of the home, appurtenances thereto and other related issues. I/we understand that I/we may request the inspector to schedule and perform an “exhaustive inspection” of the property.

**RECITALS:** Unless otherwise stated it is understood that this home inspector is to perform a general property inspection as a generalist and is not acting as an expert in any craft, trade or specialty area. The Inspection Report may contain recommendations for further evaluation by a specialist in a particular trade. If such a recommendation is made by this inspector, the Client understands it is their responsibility to contact, retain, (possibly at their expense), understand and act upon the findings of said specialists or experts. Should this inspection be performed as part of a Real Estate transaction, the Client’s responsibility to carry out the aforementioned actions should occur prior to the close of escrow. Upon the tendering of the Inspection Report, the home inspector is no longer following the progress or closure of this property. This applies to the general inspection only. Understand that the recommendations related to any conditions identified in the Inspection Report are not repair requirements. Some items in the Inspection Report are by definition subjective and the opinion only of the inspector on the day of the inspection. Decisions regarding maintenance or repairs are left to the Client(s) and their trades person. Visual inspections will not determine the full extent of damage. Only trades’ people have the ability to perform destructive discovery and technical testing which often will lead to the discovery of conditions not documented in the Inspection Report. Where the inspection has been performed as part of a Real Estate transaction, any recommendations contained within the Inspection Report should be addressed prior to the closing of the Real Estate Transaction.

**REAL ESTATE DISCLOSURE:** Should this inspection be performed as part of a Real Estate transaction, understand the Inspection Report is not a substitute for the disclosures (seller and agents) as required by Oregon State, nor it is a substitute for the Real Estate Disclosure Statement. Please consult with a professional Realtor as to any questions you may have on any Real Estate document. The understanding or implications of what may or may not be contained in a Real Estate document is outside the scope of this inspection agreement.

**CONFIDENTIALITY:** The Inspection Report is confidential. If the inspection has been performed as part of a Real Estate transaction, by signing below you are authorizing this inspector to release this confidential report to your Realtor only. The Client hereby agrees in authorizing the tender of this report to the Realtor and said client will indemnify, defend and hold harmless the inspector from any action or cause of action that may be brought against said inspector due to the tender of this report to any persons other than the Client. The Client and/or Real Estate Agent shall not sell or give the Inspection Report to any other person or entity. It is understood that some or all the Inspection Report may need to be shared with the seller and the seller’s Real Estate Agent for negotiation purposes. If the inspection was a pre-listing inspection, it is understood the report may be shared with potential buyers and the actual buyer may receive the report.

**SEVERABILITY:** Should any provision of this contract be held in a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect, unimpaired by the court’s holding.

**MEDIATION:** The parties to this agreement agree that this mediation clause is a material part of this property inspection contract. If the inspection was performed as part of a real estate transaction, the Client is under an affirmative duty to advise the home inspector immediately upon discovering any defect what was not disclosed during escrow. Notice of same must be sent return receipt requested. The home inspector has the right to inspect said "alleged" defect before any notice of mediation is given. If resolution of same is not possible and the client believes the home inspector is culpable, the client must prepare and send, return receipt requested, a notice and demand for mediation, allowing the home inspector 30 days to respond before initiating litigation whether in the form of a lawsuit or demand for binding arbitration. If the client fails to perform said required acts the client forfeits any right to the prevailing party contractual attorney fees.

**APPLICATION OF LAW:** The parties hereto shall be entitled to all discovery rights and legal motions as provided in the Code of Civil Procedure for Oregon State. The arbitrator shall follow the law of Oregon State for all issues submitted in the arbitration proceeding. The award of the arbitrator shall be final, and a judgment may be entered on it by any court having jurisdiction.

**GENERAL PROVISIONS:** This inspection contract and report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. The inspection and Inspection Report are not a substitute disclosure for Real Estate transactions which may be required by law. Where this inspection has been performed as part of a Real Estate transaction, VanPort strongly recommends the client purchase a home warranty plan prior to closing of said Real Estate Transaction as it will help provide financial protection in case of unforeseen conditions with major systems or appliances. The inspection, no matter how thorough, does not guarantee or warrant there will be no unexpected need for major system or appliance repair or replacement.

**PRESUMPTION:** If no legal action or proceeding of any kind, including those sounding in tort or contract, are commenced against the inspector/inspection company within one (1) year after the date of this inspection, it is presumed that no act of negligence or breach of contract has arisen. Time is expressly of the essence herein. This time period is shorter than otherwise provided by law. This agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.

**ATTORNEY FEES:** In the event there is a lawsuit between the parties hereto, the prevailing party shall be entitled to an award of attorney's fees and costs, the reasonableness of which shall be determined by a court of competent jurisdiction.

**NOTICE AND WAIVER OF CLAIMS:** To the extent a claim or complaint is not otherwise barred by the presumption of no negligence or breach of contract after one year, Client agrees and understands that any claim(s) or complaint(s) arising out of, or related to, any alleged act or omission of the inspector shall be reported in writing to the inspector within ten (10) business days of discovery. Unless there is an emergency condition the Client agrees to allow the inspector a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection BEFORE the Client or anyone acting on the Client's behalf repairs, replaces, alters or modifies the system or component that is the subject matter of the claim or complaint. Client understands that any failure to notify the inspector in a timely manner and allow adequate time for the inspector to investigate as stated above shall constitute a complete bar and waiver of any and all claims the Client may have against the inspector related to the alleged act or omission in the inspection or inspection report.

**INSPECTION PROBE RELATED DAMAGES:** During the inspection, the inspector will perform careful probing of some surfaces where rot decay is typically found in an attempt to discover wood rot decay which may not otherwise be detected by a visual examination alone. These areas include, but are not limited to exterior siding and trim. The inspector will use utmost care and discretion in probing so as to not cause unnecessary damage. However, some incidental damage to finished surfaces may occur, particularly if hidden decay is present. Client agrees to hold the inspector harmless for any damages to the structure which may occur during such probing. Should the Client not wish the inspector to utilize probing during the inspection, the exterior structure shall be excluded in its entirety and no comment can be made about its condition or the presence of any wood rot decay.

**DISPUTE RESOLUTION - ARBITRATION CLAUSE:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through NonBinding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated, please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.

**NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION.**

This inspection contract was made available to the client: (Circle One) Before Inspection

After Inspection

Client's Mailing Address: \_\_\_\_\_ City:

\_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Client Phone: \_\_\_\_\_ Inspection

Fees: \$ \_\_\_\_\_

Unless otherwise noted herein, payment is due upon completion of the inspection. NSF checks will be subject to a \$45.00 charge plus collection fees if applicable. Late payments may be subject to a one-time late payment fee of \$10.00 and may be subject to finance charges after 30 days. Finance charges, if any, shall accrue at the rate of 1.5% per month on the unpaid balance or 18% APR. Late fees and interest do not apply to fees paid from escrow.

Paid in full  Check No: \_\_\_\_\_  Cash  Send Invoice to Client  Bill to Escrow Comments:

~~FULL AND COMPLETE AGREEMENT: This agreement constitutes the entire inspection agreement and must be modified in writing and signed by the parties to modify any of the above. Client has read and understands all of the terms, conditions and limitations of the contract and voluntarily agrees to be bound thereby.~~

I/we, the Client, acknowledge that I/we have read, understand and agree to all the terms, conditions and limitations of this agreement.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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