

# SERVICE AGREEMENT WHOLE HOUSE INSPECTION

Inspection # \_\_\_\_\_ (Date of inspection)

## Birzer Home Inspection LLC

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INSPECTION ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CLIENT \_\_\_\_\_

E-MAIL & CURRENT ADDRESS \_\_\_\_\_

**THIS 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.**

### WHAT YOUR INSPECTION INCLUDES & DOES NOT INCLUDE

We will make a limited visual inspection of the prominently visible areas of the property. The Inspection Report is a reasonable effort to assess DURABILITY AND SERVICEABILITY of the property in its present state, and our analysis is limited to our written Report. This is not an environmental inspection. We do not inspect for molds, fungi, pollen or any other environmental substances. The Report does not evaluate “desirability” of a property. You should have already determined that this property is desirable using your own set of criteria.

**MOISTURE EQUALS MOLD- Moisture may be found in the structure during our visual inspection. If moisture is found, then it is scientifically known that moisture and mold are inter-related. We do not claim to have the background, education, or experience necessary to formulate an opinion as to the existence or non-existence of mold. If moisture is listed in any portion of the report, then we want our clients to understand that mold may also be present and that they should meet with the experts of their choice who have the background, education and experience to help them.**

THE INSPECTOR WILL ATTEMPT TO BE FAIR BY POINTING OUT BOTH THE STRONG AND WEAK POINTS OF THE PROPERTY. Home ownership brings with it the certainty that failures and repairs will occur. Your Home Inspection will not be able to predict all such occurrences, but a 2 or 3 hour investigation by our professional inspector, and the resulting report, should provide you with a useful tool.

Our inspections are not intended as a service call. Operable conditions of mechanical, electrical, plumbing devices or other items are only surmised from the visual evidence. No maintenance services, removal of cowlings, or destructive discovery can or will be performed. Should we locate an item that is not serviceable, or creates doubt for our inspector, then we will suggest that a licensed trades person be contacted to investigate further or make repairs.

This inspection is not conducted to detect every minor problem or condition that may exist in the building. Cosmetic deficiencies are to be considered obvious. It is understood that if such a listing is desired, this service is beyond the parameters of our regular Home Inspection and an additional fee will be assessed.

You are encouraged to be on the site at the time of the Inspection, or arrive near the completion of our Inspector’s evaluation, so that he can review the report with you in person. If you are unable to attend, we will be happy to try to answer your questions by phone. Should an additional visit to the property be required, it will be billed at our hourly rate.

The inspection will be performed in accordance with the Standards of Practice for Home Inspections of the Oregon Construction Contractor's Board. A copy of the "Standards of Practice" and a "Consumer Notice for Home Inspections" is available upon request or from the documents page of [EugeneInspection.com](http://EugeneInspection.com)

For equipment components not operated refer to the Standards of Practice.

### **RISK OF BUYERS & SELLERS**

Buyers are always at risk. OUR VISUAL INSPECTION MAY ILLUMINATE SOME AREAS OF RISK, BUT CANNOT ELIMINATE IT. OUR INSPECTOR IS LIMITED TO THE EXISTING CLUES AND SYMPTOMS ON THE DAY OF OUR INSPECTION, AND WE CANNOT BE LIABLE FOR NON-VISIBLE, OBSCURE, OR CONCEALED FAULTS. Claims for concealed conditions, whether intentional or unintentional, must be made against the seller of the property.

The most conscientious visual inspection is not capable of determining all conditions that actually exist within a house. The inspector is not allowed to move furniture etc., to obtain access to systems or components. Even with our thorough effort, these are some examples of the types of things our inspection cannot determine:

1. Improperly made wiring connections. Random outlets or switches that do not function.
2. Cracks in fireplaces, chimneys or liners.
3. A drafty or hard to heat home.
4. Roof, wall or basement leaks that only occur under unusual conditions.
5. The inner workings of mechanical items.
6. Underground pipes, drains or foundations.

Hazardous materials are beyond the scope of this inspection report.

### **CODE COMPLIANCE**

Our Inspection is one of "serviceability", NOT Code Compliance. By necessity, our Inspection deals with existing structures, which may have older types of wiring, plumbing, heating, etc. As an illustration, most local Codes require ground fault interrupter circuits, insulation in exterior walls, anchor bolts, and dozens of other items, which have not always been included in the building codes. These installations can be "serviceable", even though they do not meet current codes, (or may not even be desirable for current life styles). We assume that the "then current" codes were complied with at the time of construction.

The desirability of owning older home designs is a matter of taste and is the decision of the buyer. THE CONTENT OF OUR REPORT IS EXPLICITLY EXCLUDES COMMENTING ON "DESIRABILITY".

### **WARRANTIES AND INSURANCE**

The Inspection and Report is not intended to be construed as a guarantee of warranty, expressed or implied, including any implied warranty of merchantability or fitness for use regarding the conditions of the property, items and systems inspected, and it should not be relied upon as such. We do not carry Errors & Omissions Insurance. (Home Warranty Insurance Plans, which may insure appliances in the home, are available at the Buyers option from other companies.)

In addition, our Inspector is not allowed to answer the question: "Would you buy this home if you were me?" Our purpose is to create a Report that can help you in your decision, but you should not base that decision solely upon our Report. Your decision to purchase this home includes responsibility for the future maintenance of the grounds, structure, and mechanical/electrical/plumbing systems. Unfortunately, some homebuyers later wish that they had not bought their home. Because you are a thoughtful consumer, we do not expect that situation to develop. But in the unlikely event it should, your signature below waives the claim: "But for your inspection, I would not have bought this home..." and other similar claims.

Time is of the essence to this agreement. Paragraph titles and headings are not to be considered part of the agreement.

**ARBITRATION**

If you feel the Inspection was negligent in some respect, you are personally expected to immediately communicate this IN WRITING to our address above. Communication must be from the original party originally contracting with us for our service. If you call in contractors, you can expect subjective and biased opinions from their sales people. But we will respond to any legitimate complaint. We believe that the difference between a good company and a bad company is how they handle their mistakes, and we intend to be a good company.

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation 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 to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction. This agreement shall not, however, preclude seeking or obtaining a provisional remedy in aid of arbitration, including but not limited to injunction relief. The accepted standard against which the inspection will be judged will be the "Standards of Practice for Home Inspections" as published by the State of Oregon.

Property or equipment in dispute must be made accessible for re-inspection and arbitration. All inspections will be judged against the performance of a reasonably fair and diligent inspection and not against results or occurrences. This written report supersedes any oral representation. No consideration will be given to those who fail to perform a complete pre-closing walk-through inspection. In any case, no remuneration will exceed the price of the initial inspection fee. Disputes settled through arbitration or litigation without favor to the client will mandate payment of fees at the hourly rate of time invested by our staff.

**FEES**

The fee for this inspection is \$\_\_\_\_\_ payable at the time of inspection. We accept payment with cash or check.

**ADDITIONAL SERVICES AND EXCLUSIONS.**

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\_\_\_\_\_

The Inspection fee is for services performed on the property. Re-inspections, research, or expanded reports, (including disputed issues requiring investment of time by our staff), will be payable at the rate of \$125 per hour.

**NOTE: This Company assumes no liability and shall not be liable for mistakes, errors or omissions in judgment of its employees or principals beyond the cost of the Report. This limitation of liability shall include and apply to all consequential damages, bodily injury, and property damage of any nature. The inspection performed in connection with this service agreement does not include a Wood Destroying Organism or Structural Pests and Dry Rot inspection, which is available for an additional fee.**

**PERMISSION IS GRANTED TO PERFORM AN INSPECTION.**

I HAVE READ AND ACCEPT THIS AGREEMENT:

CLIENT \_\_\_\_\_ DATE \_\_\_\_\_

INSPECTOR \_\_\_\_\_ DATE \_\_\_\_\_

(One signature binds all parties)

( ) BUYERS SIGNATURE ( ) REALTOR as an agent for Buyer or Seller ( ) SELLER/OWNER'S SIGNATURE

**CAUTION: DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT.**

There are three pages to this agreement!