

**SERVICE AGREEMENT
STRUCTURAL PESTS & DRY ROT**

INSPECTION NO. _____

<p><u>Summit Certified Home</u> <u>Inspections, Inc.</u> 680 Loma Linda Dr. Klamath Falls OR 97601 (541) 273 4211</p> <p>CCB No. 136072 OCHI No. 387</p>

INSPECTION ADDRESS _____

CITY _____ STATE _____ ZIP _____

CLIENTS NAME _____

DELIVERED TO _____

CITY _____ STATE _____ ZIP _____

IMPORTANT NOTICE

This inspection was performed on the basis of visible evidence in readily accessible areas of the structure for wood destroying organisms including termites, powder post beetles, carpenter ants and wood decay fungi (rot). This inspection is limited to wood destroying organisms only and does not include molds, fungi or other environment issues that may be harmful to your health. This inspection is non-invasive. We do not remove fascia, cowlings or move furniture or household items to perform our inspection. **This inspection does not include decks or non-structural damage caused by water to composite siding. THEREFORE, WE CANNOT AND DO NOT IN ANY WAY REPRESENT OR GUARANTEE THE PREMISES TO BE FREE FROM TERMITES OR OTHER WOOD DESTROYING ORGANISMS OR THEIR DAMAGE, NOR DO WE REPRESENT OR GUARANTEE THAT THE TOTAL DAMAGE OR INFESTATION IS LIMITED TO THAT DISCLOSED IN THIS REPORT.**

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.

We do crawl the under floor crawl space, check all interior accessible plumbing for leaks and generally look at the inside and outside of the house and attached garage for structural pests and dry rot, but do not inspect the attic or detached building unless specifically stated in this report. Wood decks are also not included in this report.

A large percentage of structures are subject to minor rot conditions. While such conditions are technically fungi infestations, they may not substantially affect the quality, structural soundness or anticipated life of the structure. Such conditions are spot areas on doors, window casings, porch steps, railings and portions of wood decks and common weathering of siding, decks and non-supporting wooden members and shall not be reported on the inspection reports except at the discretion of the inspection firm for the purposes of clarification only.

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/she can review the Report with you in person. If you are unable to attend, we will be happy to try and answer your questions by phone. Should an additional visit to the property be required, it will be billed at our hourly rate.

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 condition that actually exist within a house. Even with our thorough effort, these are some examples of the types of things our Inspection cannot determine:

1. Leaks that only occur under unusual conditions.
2. Underground pipes or drains.
3. Inner wall conditions.
4. Areas inaccessible for inspection.

This is not a code compliance inspection nor is it an environmental hazards inspection. Time is of the essence to this agreement. Paragraph titles and headings are not to be considered part of the agreement.

WARRANTIES AND INSURANCE

The Inspection and Report are not intended to be construed as a guarantee or warranty, expressed or implied, including any implied warranty of merchant ability or fitness for use regarding the conditions of the property or items inspected, and it should not be relied upon as such.

In the event that we report no visible evidence of termites, carpenter ants, or other wood destroying organisms in any portion of the structure inspected, we do not assume any responsibility for a termite, carpenter ant or other wood destroying organism condition that may exist or may be starting and was not visible or found by our inspector at the time of the inspection. This disclaimer is necessary due to the fact that the inspection has been made only on a visual basis of

accessible areas of the building and the possibility of infestation or damage exists in areas that are inaccessible for inspection or were not included in the inspection. Due to the insidious habits of all wood destroying organisms, this possible infestation or damage could spread or become visible at any time subsequent to this inspection.

ARBITRATION

In the event of any dispute, you are personally expected to immediately communicate IN WRITING to our address above. Communication must be from the party originally contracting with us for our service. 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 Industry Standards as adopted by the American Institute of Inspectors™.

Property 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-thought inspection. In any case, no remuneration will exceed the price of the initial inspection. 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 the Inspection.
- Payment due within 30 days of inspection.
- Other _____.

The Inspection Fee is for the service 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 omission 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.

PERMISSION IS GRANTED TO PERFORM AN INSPECTION PER THE ABOVE AGREEMENT AND PAYMENT IS AGREED UPON PER THE BOX CHECKED ABOVE.

I HAVE READ AND ACCEPT THIS AGREEMENT:

INSPECTOR: _____ DATE _____

APPROVED: _____ DATE _____

(One signature binds all parties)

BUYER'S SIGNATURE REALTOR as agent for Buyer or Seller SELLER'S/OWNER'S SIGNATURE

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