

Limited Liability Home Pre-Inspection Contract Agreement for



Portland, Oregon | OCHI #1732 | CCB #159256

**NOTICE: THIS CONTRACT LIMITS THE LIABILITY OF THE INSPECTION
COMPANY. PLEASE READ CAREFULLY BEFORE SIGNING.**

Company: Vantage Home Inspections, LLC (“Company” or “Inspector”)

Client(s): _____

Property Address: _____

Service: _____

Inspection Fee: \$ _____

1. SCOPE OF SERVICES

Vantage Home Inspections, LLC agrees to perform a **limited visual, non-invasive examination** of the readily accessible systems and components of the property as they exist at the precise time of the inspection.

- **Standards:** The inspection is conducted in accordance with **Oregon Standards of Practice** (OAR 812-008-0200 through 812-008-0214).
- **Purpose:** To identify and report **material defects**. e.g. conditions that significantly affect the value, habitability, or safety of the building.
- **Methodology:** Systems are operated using **normal user controls only**. No disassembling, moving of furniture, or destructive testing will be performed.

2. EXCLUSIONS AND LIMITATIONS

The following are **STRICTLY EXCLUDED** from the scope of this inspection:

- **Radon & Environmental Hazards:** Unless otherwise indicated in writing, the Company will **NOT** test for radon gas, mold/mildew, asbestos, lead paint, soil contamination, or other toxins.

- **Sewer & Septic:** The Company will **NOT** perform sewer scopes or evaluate sewage disposal systems, including septic tanks.
- **Log Structures:** The scope does not include the decay of the interior of logs in log walls, foundations, or roofs.
- **Code Compliance:** This inspection does not determine compliance with building codes, ordinances, or manufacturer specifications.
- **Specialized Systems:** Exclusions include low-voltage systems (security, intercoms, cable), solar systems, water softeners, and detached structures.
- **Inaccessible Areas:** Areas with less than **18 inches of clearance**, standing water, or conditions deemed dangerous will not be entered.
- **Wood Destroying Organisms:** Any comment made by the inspector regarding wood destroying organisms is provided as a courtesy for informational purposes only and is **not a guarantee** that the premises are free from infestation or damage.

3. CLIENT OBLIGATIONS & REPORT USE

- **Sole Use:** The report is for the **sole and exclusive use of the Client**. Third parties who rely on this report do so at their own risk. If the Client provides the report to a third party who then sues the Company, the Client agrees to pay all of the Company's legal fees and costs.
- **Mandatory Consultation:** The report contains technical information; therefore, a **verbal consultation** with the inspector is a mandatory part of this service.
- **Licensed Experts:** The inspector is a generalist. If the inspector recommends further evaluation, the Client must hire specialized licensed experts at the Client's expense.

4. DISPUTE RESOLUTION & RE-INSPECTION

- **Notice of Claim:** Any claim of failure to report a defect must be made in writing within **10 business days of discovery**.
- **Right to Re-inspect:** Client must allow the Company access to the premises to re-inspect the area of concern **before** any repairs or alterations are made. Failure to provide notice or allow re-inspection constitutes a **waiver of all claims**.
- **Arbitration:** All disputes (except non-payment of fees) shall be resolved via binding arbitration through the **Oregon Construction Contractors Board (CCB)**.
- **Statute of Limitations:** No legal action of any kind may be commenced more than **one year** after the date of the inspection.

5. LIMITATION OF LIABILITY

Vantage Home Inspections, LLC is not an insurer or a provider of home warranties.

- **No Repair Liability:** The Company assumes **no liability for the cost of repair or replacement** of unreported defects, whether current or arising in the future.
- **Liquidated Damages:** Client and Company agree that the Company's total liability for any negligence or breach of contract is limited to a sum **not to exceed 1.5 times the fee paid** for the inspection.

- **Waiver of Damages:** Client waives any claim for consequential, exemplary, special, or incidental damages.

6. GENERAL PROVISIONS

- **Attorney Fees:** The prevailing party in any dispute arising from this agreement shall be entitled to recover all reasonable attorney fees and related costs.
- **Severability:** If any portion of this contract is declared void or unenforceable, the remaining provisions remain in full effect.
- **Entire Agreement:** This document constitutes the **entire integrated agreement**. No oral statements or prior discussions shall modify these terms unless reduced to writing and signed by both parties.
- **Personal Guarantee:** If the Client is an LLC or corporation, the signer personally guarantees payment.
- **Venue:** The exclusive venue for any legal action against Vantage Home Inspections, LLC shall be in **Multnomah County, Oregon**.

BY SIGNING BELOW, I ATTEST THAT I HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS AND CONDITIONS OF THIS CONTRACT.

Client Signature: _____ **Date:** _____

Inspector Signature: _____ **Date:** _____