



Cornerstone Inspections
 4678 Glen Echo Way
 Central Point, OR 97502
 (541) 664-1947 fax (541)664-1937
 CCB# 123990 OCHI# 888



Inspection Agreement

THIS CONTRACT CONTAINS A LIMITATION OF LIABILITY AND AN ARBITRATION CLAUSE. 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.

Client(s):

Address to be Inspected:

SCOPE OF INSPECTION

The home inspection will be performed in compliance with the Standards of Practice of the State of Oregon Construction Contractors Board. The full document is available at the CCB website. The scope of this visual home inspection is limited to the following items:

- ◆ Visible structural components including foundation, floors, walls, columns or piers, ceilings, roof framing
- ◆ General visible exterior including roof, gutters chimneys, drainage, siding, windows and doors (a random sample)
- ◆ General visible interior including attic, ceilings, walls, floors, insulation and ventilation
- ◆ Accessible basements and or crawlspaces
- ◆ Permanent visible components of the electrical, plumbing, heating and air conditioning systems
- ◆ Basic functioning of built-in kitchen appliances, heating, and/or air conditioning systems, and the electrical system
- ◆ Visible evidence of wood destroying pests and wood destroying fungus
- ◆ Patios and decks

OUTSIDE THE SCOPE OF INSPECTION

Any area that is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, floor coverings, ceilings, furnishings, insulation, wallpaper, paint, or any other thing is not included in this inspection. The client assumes all risk for conditions that are concealed from view at the time of inspection. This is not a home warranty or guarantee. Any comments regarding excluded systems or conditions are for information only and are not part of the inspection. The inspection does not include or address the following items or the possible presence of danger from any potentially harmful substances and environmental hazards, including but not limited to:

<ul style="list-style-type: none"> ◆ Radon gas, Lead Paint, or Asbestos ◆ Underground tanks ◆ Toxic or flammable chemicals ◆ Water and airborne hazards ◆ Building or zoning code violations ◆ Geological stability or soil condition ◆ Mold and Mildew ◆ Structural and seismic stability or engineering analysis ◆ Pools, spas, saunas, and detached buildings 	<ul style="list-style-type: none"> ◆ Security and Irrigation systems ◆ Private water or sewage systems including but not limited to: wells, septic tanks, and drainage systems ◆ Water softeners, purifiers or filters ◆ Furnace heat exchangers & Chimney Flues ◆ Life expectancy of any given component ◆ Solar equipment ◆ Nuisance pests (Rodents/Insects/Birds) ◆ Low voltage systems – Phone or TV wiring
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LIMITATION OF LIABILITY

The limit of liability to be incurred by the Inspector for any errors or omissions is equal to 3X the fee paid for the inspection. The inspection presents a good faith, best effort evaluation of the property components observed during the limited visual inspection. The Inspector has the option to buy back the entire inspection report (rendering it void) if the buyer is dissatisfied with the inspection, chooses not to accept the conditions and exclusions, or finds a material defect after taking ownership of the structure. If the inspector decides not to refund the inspection fee the buyer may file a claim with the Construction Contractors Board (CCB).

CLAIMS

Any dispute concerning an alleged act or omission in connection with this inspection shall follow the following sequence for resolution:

- 1) Notification in writing from client to Cornerstone Inspections within 365 days of the inspection and 10 days of the discovery of the alleged error or omission. After a period of 365 days the client can no longer file a claim against the inspector or seek any repairs regardless of any findings or occurrences.
- 2) Unless the condition is an emergency the client agrees to allow Cornerstone Inspections and their own experts the opportunity to re-inspect the claimed discrepancy before the client or client's agents, employees, or independent contractors repair, replace, alter, or modify the claimed discrepancy.
- 3) Any and all claims against Cornerstone Inspections will be filed with the State of Oregon Construction Contractors Board (CCB) Dispute Resolution Services. **The client will not file suit against the inspector.**

You understand that failure to engage in each successive step of this process shall constitute a full bar and waiver of any and all claims you may have against us related to the alleged act or omission.

PAYMENT OPTIONS – Please select one

- The cost of this home inspection is: \$___ If paid by check or cash at the time of the inspection or received by mail within 7 days of the inspection.
- Or \$___ If billed to escrow or paid after seven days of the inspection.

Note: Payment in full is due promptly at the close or termination of escrow.

This inspection is being performed for the exclusive use and benefit of the client. The inspection report is not to be transferred to, utilized, or relied upon by any other person or entity without prior written permission of Cornerstone Inspections.

Acceptance and understanding of this agreement are hereby acknowledged. One signature binds all.

Signed by Client: _____ **Date:** _____

Signed by Inspector: *Ronald F. Regan* **Date:** **5/25/2021**