



PROPERTY INSPECTOR, LLC
Home Inspection
"At Its Best"
www.propertyinspectorllc.com

ORDER REQUEST & AGREEMENT

CLIENT: _____

TIME & DATE OF INSPECTION: _____

PROPERTY INSPECTED: _____

INSPECTOR NAME: _____ INSPECTOR LICENSE #(s) _____

SCOPE OF INSPECTION: Company agrees to perform a limited, non-invasive, visual inspection of the property at the above address. The inspection will be performed in accordance with the Standards of Practice of the State of Washington. A copy of these Standards may be found at: <http://apps.leg.wa.gov/wac/default.aspx?cite=308-408C>

RISK ASSESSMENT: I understand that visual inspections are limited to readily accessible and visible systems, clues, and red flags, and as such cannot accurately or completely assess risk, detect all flaws, predict all occurrences, or make assurances. I understand that the purpose of this inspection is to detect the major deficiencies which could significantly affect the value of this property and to reduce my risk in purchasing this property, not to eliminate risk or to transfer that risk to the inspector or inspection company.

RIGHT OF ENTRY: I warrant that I or my agent have made all necessary arrangements with the selling party for the inspector to enter and inspect the property described in this agreement.

PRE-SETTLEMENT: I accept that this inspection is no substitute for a pre-settlement walk-through, for which I am responsible, since damages may occur, mechanical items may fail, and previously unseen symptoms, clues, or red flags may appear between the time of the inspection and my acceptance of the property. I understand and accept that I waive all claims against the inspection company in the absence of diligently performing my pre-settlement walk-through, and for lack of more extensive investigation and follow-through with a specialist on any problems noted.

WARRANTY/INSURANCE: I understand and accept that this is not a warranty, guarantee, or insurance policy, expressed or implied. I will arrange a purchase of such instruments from others if I desire such.

LIMITATIONS IN THE REPORT: I understand that there are limitations in the pre-printed pages of the inspection that are included as a part of these limitations and conditions. The general conditions included on the cover page of the report are not in force when this Agreement and Order is signed and in force. This report is further limited by applicable standards of State pest control authorities and conventions authored either by the State of Pest control associations.

DISPUTE RESOLUTION; BINDING ARBITRATION: 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 and inspection report shall be submitted for final and binding arbitration under the Rules and procedures of the Construction Dispute Resolution Services (CDRS). **Client agrees to pay all required filing fees.** 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.

CONFIDENTIAL REPORT: The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the inspection report. Client agrees to indemnify, defend, and hold Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

SEVERABILITY: If any tribunal determines that any portion of this contract is unenforceable, that tribunal shall enforce the remainder of the contract as though the unenforceable portion did not exist.

ATTORNEY'S FEES: If I make a claim against the inspector or inspection company for any alleged error, omission, or other act arising out of the performance of this inspection, and if I fail to prove such claim, I will pay all costs and attorney's fees incurred by the inspector or inspection company. In the event of any dispute arising out of the terms and conditions of this agreement, the prevailing party shall recover all arbitrator's fees, attorney's fees, legal expenses, and other associated costs, from the other party.

NOTICE AND WAIVER CLAUSE: Any claim arising out of or related to any act or omission of the Inspector in connection with the inspection of the property shall be made in writing and reported to the Inspector within ten (10) business days of discovery and to allow Inspector a reasonable opportunity to reinspect the issue giving rise to the claim before undertaking any repairs. Client agrees that a failure to comply with the terms of this paragraph shall constitute a waiver of such claim.

INTEGRATION CLAUSE: This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

STATUTE OF LIMITATIONS: The parties agree that any action in relation to an alleged breach of this Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute.

BINDING ON OTHERS CLAUSE: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective spouses, heirs and successors.

WAIVER OF STATUTE OF LIMITATIONS: 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 and inspection report shall be commenced within one year of the date of the inspection, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute.

NO RULE OF CONSTRUCTION: The parties acknowledge that each of them has had ample opportunity for their own counsel to participate in negotiating and drafting this Agreement. Therefore, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.

LIMITATION OF LIABILITY: CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive.

I have read, understand, and agree to be bound by the terms of the contract, or have renegotiated them to my satisfaction. I am aware that this is a limitation of liability and a contract between myself and the inspector/inspection company and I sign of my own free will. In the event of a refund of the inspection fee and/or report fee, such refund shall be accepted by the undersigned as a full and final settlement of all claims and causes of action, and the inspector/inspection company shall be thereupon released. With respect to any liability of the inspector or inspection company as agreed herein, I acknowledge that the inspector or inspection company assumes responsibility only for those items specifically noted in the written report.

Acceptance of the report constitutes acceptance of all contractual terms herein. I agree to pay the charge specified below. I understand that 1.5% per month interest (18% APR) will be added to any unpaid balance. The following areas were not inspected, were inaccessible, or are otherwise disclaimed and will all be listed in the report findings.

SIGNATURE: X **DATE:** _____

☐ *As Agent for Listed Buyer*

INSPECTOR: X **DATE:** _____

Inspection Fee: \$ _____

WDO Fee: \$ _____

Pool & Spa Fee: \$ _____

Air Sampling Fee: \$ _____

Fuel Surcharge: \$ _____

Other Fee _____: \$ _____

Discount: \$ (- _____)

Total Price: \$ _____