



Residential Contract:

Inspection date/time: _____

Customer: _____

Mailing Address: _____

City, State, Zip: _____

Home Phone: _____ *Agents Name* _____

Work Phone: _____ *Agents Office* _____

Cell Phone: _____ *Agents Phone #* _____

Fax: _____ *Agents e-mail* _____

Email: _____

You are contracting with *EDC Home Inspections* to perform a generalist inspection in accordance with the Standards of Practice established by the State of Oregon (OAR 812) **“THE 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.”**

EDC will provide inspection services under this contract located at the “Premises”

Site Address: _____

City: _____ State: _____ Zip: _____

Approximate Square footage: _____ Year Built: _____

You are the buyer/seller/agent (circle one) of the Premises and have agreed to permit EDC or its representative to enter and perform the services provided under this contract. You will provide the necessary means or keys to enter the Premises.

BASIC SERVICES:

A. EDC will perform a visual inspection only of readily accessible areas, systems and their components using normal operating controls. The condition of any materials and equipment are based solely on the viewing and general operation of those components at the time of the inspection only.

B. Determine whether there are any patent defects or damage to the Premises and whether possible repairs are needed.

C. Confirm that the accessible plumbing fixtures and electrical fixtures on the Premises are in working order if the water and electrical circuits are turned on at the time of the inspection. We suggest you confirm that all utilities are turned on prior to the inspection to eliminate a re-inspection at an additional fee.

D. Confirm the basic operation of permanently attached appliances and heating.

E. Confirm the patent condition and operation of the septic system if applicable.

F. Inspect Premises in accordance with Standards and Practices and Standards of Behavior, Division 8 of OAR Chapter 812, a copy of which I have received or have viewed at www.edcbend.com or available on request.

Pest and Wood Rot inspection included in fee for this home or building inspection:

Our inspection process covers areas of the structure that are susceptible to wood destroying insects, and wood damage caused by those insects, water, or other causes. Information is based solely on readily accessible and visible areas of the structure at the time of the inspection. No invasive inspections are conducted, unless specifically noted. We do not remove floor coverings or furniture, open walls or perform any type of destructive inspection. This is a visual inspection of the accessible areas only. Clearances of 24" or less limit our viewing and accessibility and therefore those areas are not reported on.

Certain structural areas are considered inaccessible and impractical to inspect including but not limited to: the interiors of hollow walls and inaccessible areas below; areas beneath wood floors over concrete; areas concealed by floor coverings; and areas to which there is no access without defacing or tearing out lumber, masonry, roofing or finished workmanship; structures (except for wood members abutting the structure) such as fences, gazebos, storage sheds, plumbing sheds, detached decks and/or porches; livestock areas; portions of the attic concealed or made inaccessible by insulation or ducting; portions of the attic or roof cavity concealed due to inadequate crawl space; areas of the attic made inaccessible due to construction; interiors of enclosed boxed eaves; portions of the sub area concealed or made inaccessible by ducting or insulation; enclosed bay windows; portions of the interior made inaccessible by furnishings with the exception of any specific area(s) noted in the body of the Report; areas where locks prevent access; areas concealed by appliances; areas concealed by stored materials; and areas concealed by heavy vegetation. Note: There is no economically practical method to make these areas accessible. However, they may be subject to wood destroying pests or organisms and or water damage.

No Warranty Provided – This inspection is only to determine if any current destruction exists or is currently active where viewable and accessible only. Wood destroying agents may become active at anytime. The resulting report is neither a guarantee nor warranty as to the absence of wood destroying insects or dry rot. To offer such a warranty would entail expensive applications of pesticides, which this company does not do. E.D.C is not state licensed for the treatment and removal of pests or rodents. We recommend you contact a company so licensed to perform this type of work for a more comprehensive report if desired at an additional fee.

Note that, unless you and EDC agree otherwise, EDC will provide the above basic services only for the primary residential and attached or detached garage, if any. EDC will not be responsible for the inspection of additional buildings, such as barns, shops or sheds, unless there are specific arrangements made for said services.

EXCLUSIONS:

EDC shall not be responsible for inspections related to the following: Asbestos, lead based paints, radon, or other environmental hazards such as mold unless so directed under separate contract at an additional fee. Products and or appliances that have manufacturers recalls, latent structural integrity of the premise, compliance of the premises with building codes or zoning ordinances. Geological stability or ground conditions of the site, fireplace or woodstove draft, heat exchangers or levels of carbon monoxide, security alarm systems, underground sprinkler systems, solar systems, low voltage systems, potable water, antennas, telephone systems, underground utilities or storage tanks, swimming pools, spas, and saunas. These items may be inspected by EDC under separate direction and contract at an additional fee.

It is not within the scope of this inspection to report such minor deficiencies such as ordinary wear and tear. EDC will not inspect by invasive means. No removal of materials, personal items, furniture, carpet, sheet rock, molding, siding, vegetation, ice or snow or any dismantling of systems, etc. shall be performed under this inspection.

EDC does not guarantee the accuracy of heating and cooling equipment efficiencies, timers, or thermostats. EDC is not liable for latent defects including but not limited to latent defects that cannot be

observed through the normal inspection process or normal equipment operation. EDC does not warrant the life expectancy of homes or their components. The report is not intended to be, or to be construed as, a guarantee, warranty, or any form of insurance. The insurability of these premises is beyond the scope of our inspection. You should contact your insurance agent prior to closing as to specific requirements regarding insurance coverage.

Confidentiality: EDC will keep confidential all information that you provide to us. If you are being represented by a real estate agent, you agree to allow EDC to release the home or building inspection report to that agent as listed on page 1 of this contract. **If you do not wish to have the inspection report released to said real estate agent, please initial here _____.**

Legal proceedings: The prevailing party in any legal proceeding brought to enforce this contract or any provision thereof, to rescind the same, or to collect damages for a breach thereof, shall be entitled to collect its attorney’s fees and court costs from the non-prevailing party. **It is understood that for any reason including negligence, the liability of EDC shall not exceed the sum equal to the amount of the fee paid by the customer for the inspection and report.**

CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home or buildings.

Any controversy or claim arising out of or in connection with this contract or the services provided thereunder shall be litigated in a court of competent jurisdiction, in Deschutes County, Bend, Oregon. The validity, enforcement, and performance of this contract shall be controlled and construed under the laws of the State of Oregon.

You agree that for any reason a defect or concern arises after the completion of our inspection, you will contact and allow EDC the opportunity to review said condition prior to repairs, unless this condition poses a significant safety concern.

Binding Effect: This contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. Additional fees may be added for items inspected, such as outdoor hot tubs, jetted tubs, sprinkler systems, water features and detached out buildings, etc.

Fees billed through the close of escrow are charged an additional amount of \$45.00. If escrow extends further than 60 days from the time of our inspection, an additional \$25.00 will be added for each additional 30 day period. If for any reason escrow fails to pay us, you are still responsible for the full payment including fees for escrow billing.

Additional square footage or return trips may also require additional inspection fees, which you are responsible for. I understand and acknowledge that I am financially responsible for all charges whether billed through escrow or billed directly. I also understand that any amount 30 days past due will be charged an additional late fee of \$25.00 per billing month plus 18% per annum until paid. In addition, I understand and agree that if it becomes necessary for EDC to place any amount past due with a collection agency that the amount owed may be doubled to cover the collection agencies fees and other related fees (ORS.646.639(n)).

The total fee is due and payable at the time of the inspection unless prior arrangements have been made. The person who signs this contract is responsible for payment in full.

CUSTOMER or the agent for the customer who was given permission to sign this contract on their behalf and agrees in full to all terms within.

Customer Signature: _____ Date: _____

EDC Signature: 