

Rainier Inspections, Inc  
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Kirkland WA 98034-4305  
206-682-8968  
Fax: 425-488-3565



Total fee \$0.00

### **PRE-INSPECTION AUTHORIZATION & AGREEMENT**

#### **PLEASE READ THIS AGREEMENT CAREFULLY:**

**GENERAL TERMS:** Rainier Inspections, Inc. (RII) provides visual inspections which comply with WAC 308-408C, licensing law which regulates Washington home inspectors. The Washington Home Inspector Standards can be viewed at [www.prwebworks.com/rainspect/files/WashingtonSOP.pdf](http://www.prwebworks.com/rainspect/files/WashingtonSOP.pdf) Our inspections also meet the current standards of the American Society of Home Inspectors (ASHI). The ASHI standards are available upon request or they can be viewed at [www.ashiww.com/standards.htm](http://www.ashiww.com/standards.htm) RII will provide a written report within a reasonable time following the completion of the inspection. The standard method of sending a report is by e-mail. Reports can also be faxed or mailed. A hard copy of the report will only be sent if requested by the client. The inspection results are not complete until the written report is prepared and delivered. Notwithstanding any oral statements or representations by RII, it's employees, or it's agents, the written report is the only information which should be relied upon and which is the subject of this agreement.

**INSPECTION SCOPE:** The purpose of the inspection is to identify visible defects and/or conditions that, in the opinion of the inspector, adversely affect the function and integrity of the items, components, and systems being inspected. The construction elements included in the inspection are: site, exterior, roof, interior, structure, electrical, heating, air conditioning, plumbing, fireplaces, ventilation, insulation, garage, attic, foundation, basement, and crawl space. The inspection and written report will cover the visible conditions of the property, which exist at the time of the inspection. A rating scale (MAJOR, SAFETY, MINOR, AND MAINTENANCE), will be used in the report to identify and explain the visible defects and/or conditions found during the inspection. The primary focus of the inspection is to identify MAJOR DEFECTS as described as defects which may cost over \$500.00 to correct or constitute a serious safety hazard.

The inspection is based on those items that are visible, accessible, and observable by the inspector at the time of the inspection. Any area which is not exposed to view, or is otherwise concealed or inaccessible because of soil, walls, flooring, ceilings, furnishings, personal belongings, recent painting, or any other obstructions, is not included in the inspection. The inspector is not obligated to change light bulbs, fix damaged systems, light pilot lights, or activate any shut down systems. Time limits the listing of every defect, and it is understood this inspection is not intended to detect every deficiency which may exist. Visible maintenance repairs will be discussed, but may not be part of the written report. Any conditions requiring repair, replacement, or servicing should be performed by licensed and bonded Washington State contractors. Any costs of repairs discussed during the inspection are approximate (ball park) figures and should not be considered as actual construction cost estimates. A licensed Washington State contractor should be retained for more accurate repair cost estimates of any defects discovered during the inspection. Any additional inspections performed are subject to the terms and conditions of this agreement, except for the fees charged for any additional inspections.

**THIRD PARTIES:** This inspection and report is not intended for use by anyone but the client. This report is not to be sold or transferred by the client. The client agrees to indemnify and hold harmless RII, it's agents and employees for and against any claims of third parties against RII arising out of or related to the inspection report. RII reserves all copyrights to the inspection report.

**ATTORNEY'S FEES:** If client or RII files a claim resulting in arbitration or litigation against the other, it's agents or employees, for any alleged error, omission, or other act arising out of the performance of this inspection, the substantially prevailing party shall have its reasonable costs and attorney's fees reimbursed by the other party.

**EXCLUSIONS:** The inspection and report excludes an inspection of indoor air quality and any health issues related to mold. The inspection and report will only note mold as a symptom of a moisture or water problem. The inspection and report also excludes an inspection of, but not limited to; water quality, soil contamination, asbestos, urea formaldehyde, radon gas, lead paint, and toxic or flammable chemicals. The inspection and report excludes a risk evaluation for flooding and/or mudslides and is not an engineering evaluation of the stability of the building site. The inspection and report is not a building code, engineering evaluation, zoning, land use or permit compliance inspection of the inspected structure. The inspection and report does not include research into building permits for additions and remodels. The inspection and report is not a property appraisal and is not intended to reflect the present or future economic value of the premises, nor to make any representation as to the advisability or inadvisability of purchase, or to report cosmetic defects or deficiencies.

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**RIGHT OF REINSPECTION:** The client agrees to notify RII of any item which may result in a claim against RII, its agents and employees within 30 days of its discovery and allow RII to examine that item prior to any alterations or repairs. The client understands and agrees failure to give RII this notice as stated will act as a waiver to all claims the client may have against RII, its agents and employees arising out of or related to this inspection.

**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 or inspection report shall be submitted to final and binding arbitration in accordance with the construction rules of the American Arbitration Association, except for the rules pertaining to arbitration selection. The parties submitting the dispute shall, by mutual agreement, appoint an arbitrator who is knowledgeable in and familiar with the professional inspection industry, and who will follow substantive rules of law.

**LIMITATION OF LIABILITY:** RAINIER INSPECTION'S, INC., LIABILITY UNDER THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER BASIS IN LAW IS LIMITED TO FOUR TIMES THE INSPECTION FEE STATED ABOVE AND ONLY TO THE EXTENT OF DAMAGES REPRESENTING THE COSTS OF REPAIR OR REPLACEMENT OF CONDITIONS NOT REPORTED IN VIOLATION OF THIS AGREEMENT. BY YOUR SIGNATURE BELOW YOU ACKNOWLEDGE AND ACCEPT THIS LIMITATION AND WAIVE ANY RIGHT TO CLAIM CONSEQUENTIAL DAMAGES, ATTORNEYS FEES OR COSTS BEYOND WHAT IS DESCRIBED ABOVE. THE INSPECTION AND REPORT IS NOT AN EXPRESS OR IMPLIED GUARANTEE OR WARRANTY OF FITNESS FOR USE AND HABITABILITY OF THE PROPERTY.

INITIALS HERE \_\_\_\_\_ / \_\_\_\_\_

I/we have read the above agreement and LIMITATION OF LIABILITY and accept its terms and conditions. (If client is married and only one signature is obtained, client represents the actual authority to sign on behalf of the spouse and the marital community. If the client(s) authorizes another individual to represent his/her interest, client(s) agrees to be bound by all terms and conditions of this agreement as signified by the signature of his/her representative.

If the client(s) is unable to sign this agreement for any reason prior to, or at the time of the inspection, this agreement will become part of the inspection report, and acceptance of the report shall constitute acceptance of the terms and conditions of this agreement.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Rainier Inspections, Inc.

Client

*Brad Albin, PRES.*

Brad Albin, Pres

Date

Date