



PRE - HOME INSPECTION AGREEMENT

Subject Property to be Inspected:

Inspection Date and Time:

Client(s) Name:

Phone:

Inspector's Name: Elmar Niewerth

Phone: 360-472-2550

Please read this Agreement carefully. It includes provisions that may limit your legal rights, including your ability to pursue claims through court action. If you have any questions or concerns about the terms of this Pre-Inspection Agreement, you are strongly encouraged to discuss them with the inspector or a representative of ECE Consulting, LLC and/or consult an attorney before signing.

The Client hereby authorizes ECE Consulting, LLC ("ECE") to perform the inspection services specified for the Subject Property identified above. The Client agrees to pay ECE the stated fee for the completion of the inspection(s) and delivery of the corresponding inspection report(s).

Inspection Services/Fees: \$

Please be advised: Only those services invoiced and paid for will be provided.

This report is prepared exclusively for the Client who contracted the home inspection services. No other party, including, but not limited to, subsequent buyers of the inspected property, neighbors, or owners of similar properties, may rely on any information, findings, or representations contained herein without the explicit written consent of the inspector.

LIMITATIONS AND EXCLUSIONS OF THE HOME INSPECTION, ANCILLARY SERVICES AND REPORT

CLIENT and ECE agree to the following terms and conditions:

1. Client Attendance and Permission to Access and Document Subject Property

The Client acknowledges that they, or an authorized representative, have been encouraged to attend and participate in the inspection and understands that not to do so may result in a less complete understanding of the inspection findings. The Client further acknowledges that participation is at their own risk. If the Client cannot attend, they are encouraged to request clarification from the Inspector on any issues before the end of the contingency period. The Client warrants that all necessary permissions have been obtained to allow ECE to enter, inspect, and document the Subject Property. ECE may use cameras and audio/visual recording devices while on site.

2. Standards of Practice

ECE agrees to conduct a limited visual inspection of the systems and components covered by the inspection and for which the Client has paid a fee, as they exist at the time of inspection. Except where

inconsistent with this Agreement or not feasible, ECE shall perform the inspection in accordance with the InterNACHI® (International Association of Certified Home Inspectors) Standards of Practice (<https://www.nachi.org/sop.htm>) and the Standards of Practice established by the State of Washington: <http://app.leg.wa.gov/WAC/default.aspx?cite=308-408C>.

The inspection is limited by the exceptions and exclusions contained in the applicable Standards of Practice and this Agreement. These Standards of Practice shall be considered an integral and necessary part of this Agreement. Any comments included in the inspection report regarding systems, components, or conditions outside the scope of the InterNACHI® and Washington State Standards of Practice (WAC 308-408C) are provided solely as a courtesy. Such comments are informal and do not modify, expand, or imply an increase in the scope of the inspection or ECE's obligations under this Agreement.

3. Definitions and Purpose of the Inspection

Home inspection means a limited visual, non-invasive inspection, conducted for a fee or any other consideration, and performed without moving personal property, furniture, equipment, plants, soil, snow, ice or debris, using the mandatory equipment and including the preparation of a home inspection report of the accessible elements of the following systems and components of a residential building: structural, exterior, roofing, plumbing, electrical, heating, cooling, interior, insulation, and ventilation, fireplaces and solid fuel burning appliances, as described more fully in the applicable state specific Standards of Practice, but excluding recreational facilities and outbuildings other than garages or carports. The purpose of the home inspection is to identify and report on material defects found in those systems and components. A material defect is a condition, or functional aspect, of a structural component or system that is readily ascertainable during a home inspection that substantially affects the value, habitability or safety of the dwelling, but does not include decorative, stylistic, cosmetic, or aesthetic aspects of the system, structure or component. Accessible means available for visual inspection without requiring the moving of personal property, dismantling, destructive measures, or any action which will likely involve risk to persons or property.

4. Inspection Report

The Client and ECE agree that ECE, and its Inspector(s), will prepare a written home inspection report which shall: (A) disclose those systems and components which are/were designated for inspection pursuant to the applicable state Standards of Practice and this Agreement and are/were present in the Subject Property at the time of the inspection, as well as those systems and components which are/were present at the time of the inspection but are/were not inspected and the reason(s) they were not inspected; (B) describe the systems and components as defined in the applicable state Standards of Practice; (C) state and identify what material defects were found in the previously described systems and components; (D) provide recommendations regarding the need to repair, replace and/or monitor a system and/or component, or obtain examination and analysis by a qualified professional, tradesperson and/or service technician. Systems not listed in the inspection report are excluded. It should not be assumed that a system excluded entirely from the inspection report is free from defects. The inspection report does not hold older structures to current standards or codes. Structures are evaluated according to the era in which they were built.

5. LIMITATIONS, EXCEPTIONS AND EXCLUSIONS

The Inspection will not cover items that the Inspector is not required to inspect per the state's Standards of Practice. The following areas, systems, and components are among those EXCLUDED from the Inspection Report: The operation or evaluation of any low voltage electrical systems, security systems, cable television, internet, telephone, satellite, intercoms, timers, computers and other non-primary electrically powered devices, systems or components installation. Nor does the Inspection cover any structural stability or engineering analysis, the geological stability of soils, the history or potential for wildfires or floods, or the presence of rodents or other pests except as specifically agreed herein. In addition, the inspection does not in any way address the possible danger from potentially harmful substances or environmental hazards including, but not limited to; the presence or absence of MOLD / MILDEW, fungus, odors, noise, formaldehyde, toxic materials, combustible materials, lead paint, radon, asbestos, PCBs or other toxins, corrosive contaminants, water, soil or air quality, electromagnetic fields, underground storage tanks, proximity to toxic waste sites or sites being monitored by any state or federal agency, carbon monoxide, the presence of or any hazards associated with the use or placement of Chinese drywall, or any other environmental or health hazards. The Inspector is not required to identify concealed conditions and latent defects; walk on unfloored sections of attics; determine the cause of any condition or deficiency; determine compliance with codes, manufacturer specifications, regulations and/or ordinances; determine the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. ECE is not required to determine whether any system or component of the subject property has been affected by the illegal manufacture, distribution, storage, possession or sale of any illegal drugs, products or by-products, including, but not limited to, methamphetamines, and including any and all chemicals, tools, household fixtures or appliances used to facilitate such illegal activities. We also are not required to, and do not inspect for cosmetic issues, private water or sewage systems, ejector pumps for sewage or rainwater, pools, spas, wells, hot tubs, saunas, steam baths, detached building/structures, fences or sprinkler systems unless we are requested by the client and agree to do so for an additional fee. Other items not included in this Inspection are inspection of EIFS (synthetic stucco) and stone veneer for moisture intrusion and related damage, furnace heat exchangers, solar heating systems, water softeners or purifiers, vacuum systems, window air conditioning units, heating and cooling systems when operation during existing weather conditions would cause damage to the units, gas leaks, odors, noise, seismic activity, main gas shut off valve, fire pits, barbecues, heaters, lamps, free standing appliances, personal property, unique or technically exhaustive systems or components, system or component life expectancy, and/or the adequacy or efficiency of any system or component. It is also beyond the scope of this inspection to determine if any system is or has been a part of any product recall, in the past, present, or in the future. Excluded is the assurance of a dry basement or crawl space; also excluded is the assurance that double and triple pane glazing seals in windows are intact. The Inspector is not required to inspect for the presence of wood destroying organisms including termites and carpenter ants unless contracted and paid for with an additional fee. The Inspector will not dismantle any component or system; full evaluation of the integrity of a heat exchanger requires dismantling of the furnace and is beyond the scope of a visual inspection. The inspector is not required to obtain or review information from third parties including but not limited to: government agencies (such as permits), component or system manufacturers (including product defects, installation requirements, recalls or similar notices), square footage, contractors, managers, sellers, occupants, neighbors, consultants, homeowners or similar associations, attorneys, agents or

brokers. Also excluded from the inspection report: Any area that is not exposed to view is concealed, or is inaccessible due to soil, walls, floors, carpets, ceilings, furnishings, personal property, weather conditions, or any other limiting factor is excluded from the inspection. This includes all areas and components excluded by the InterNACHI® Standards of Practice and the Washington State Standards of Practice. Any comments in the report regarding such excluded systems, components, or conditions are provided as a courtesy only, are considered informal, and do not alter or expand the scope of the inspection or the inspector's responsibilities under this agreement.

6. DISPUTE RESOLUTION - PLEASE READ CAREFULLY

Client agrees that any dispute, claim, or legal action arising from this Agreement shall be brought exclusively in the courts of Cowlitz County, Washington, where ECE, LLC maintains its principal place of business. In the event the Client initiates a claim against ECE and does not prevail, the Client agrees to reimburse ECE for all reasonable legal fees, costs, and expenses incurred in the defense of that claim. The Client further agrees to waive any right to a trial by jury in any such action.

7. Disclaimer of Guarantee or Warranty

The purpose of the home inspection and any ancillary services is to provide the Client with information that supports more informed decision-making. However, due to the inherent limitations of visual inspections, not all deficiencies or future issues may be discovered. Unforeseen repairs should be anticipated.

THE INSPECTION AND ANY ASSOCIATED SERVICES ARE NOT TECHNICALLY EXHAUSTIVE, NOR DO THEY CONSTITUTE A GUARANTEE OR WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY OR ITS COMPONENTS. The Client understands and agrees that the inspection and report are not, and should not be considered, a substitute for any warranties—either express or implied—including but not limited to warranties of merchantability or fitness for a particular purpose. No part of the inspection or report constitutes an insurance policy.

ECE expressly disclaims all warranties to the fullest extent permitted by law. Furthermore, the inspection and report are not a replacement for any legally required seller disclosures during a real estate transaction. Clients are encouraged to explore third-party home warranty options and insurance policies for additional coverage and peace of mind.

8. Home Inspection Compromise

The Client acknowledges that they have elected to engage a licensed home inspector to perform a limited, visual examination of the property in accordance with the InterNACHI® and Washington State Standards of Practice, rather than hiring multiple specialized experts to conduct comprehensive evaluations of each individual system or component. This approach provides cost efficiency and timely results, but it is less exhaustive.

The Client understands and agrees that a home inspection does not equal the depth or specificity of inspections performed by licensed specialists (e.g., structural engineers, HVAC technicians, electricians, plumbers, or roofing contractors). As such, certain deficiencies may go undetected during the general home inspection that could have been identified by an individual expert in a specific trade.

Furthermore, the Client agrees that it is unreasonable to hold the home inspector to the same standard as a team of trade professionals conducting specialized, invasive testing. The inspection is also not intended to identify every minor issue that would be considered routine homeowner maintenance.

The Client is encouraged to seek additional evaluations from specialists if there are concerns regarding specific systems or components of the property.

9. Defect Significance; Client's Duty to Act

The home inspection report does not assign levels of significance to defects observed during the inspection. Each client has a unique budget, risk tolerance, and capacity to manage repairs. As such, ECE cannot determine which issues may be considered significant by any individual Client.

The Client is advised to treat all identified defects as potentially significant and to obtain cost estimates for any necessary repairs prior to the end of the contingency or inspection period. If a defect is noted in any building component, the Client should have the entire related system evaluated by a qualified, licensed professional before the end of that period.

Specialists may discover additional defects beyond those found during the general home inspection. By choosing not to follow ECE's recommendations or to delay further evaluation beyond the contingency period, the Client assumes full responsibility and liability for any resulting damage, complications, or financial loss related to those issues.

10. Notice of Claims Right to Re-Inspect

The Client agrees that any claim arising out of or relating to any act or omission by ECE in connection with the inspection, as limited by this Agreement, must be submitted in writing within ten (10) business days of the discovery of the issue.

The Client further agrees to provide ECE the opportunity to re-inspect the subject condition or discrepancy before any repairs or alterations are made. If repairs, alterations, or removal of the condition are made prior to ECE's re-inspection, the Client agrees that such actions constitute a full and irrevocable waiver of any and all claims related to that condition.

Failure to notify ECE as required herein shall also constitute a waiver of any and all claims the Client may have against ECE related to the inspection or the condition in question.

11. Choice of Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard to its conflict of law principles.

12. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect.

13. LIMITATION ON LIABILITY AND DAMAGES - PLEASE READ CAREFULLY

ECE assumes no liability for the cost of repair or replacement of any defects that are not reported whether current or arising in the future. In all cases, ECE's liability is strictly limited to liquidated damages in an amount not to exceed two (2) times the fee paid for the inspection.

The Client hereby waives any claim for consequential, exemplary, special, or incidental damages, including any loss of use of the home or building.

The Client acknowledges that these liquidated damages provision is not a penalty but is intended to:

- (i) reflect that actual damages may be difficult or impractical to determine;
- (ii) allocate risk fairly between the parties; and
- (iii) enable ECE to provide inspection services at the agreed-upon fee.

14. LIMITATION ON TIME TO BRING LEGAL ACTION - PLEASE READ CAREFULLY

Any legal action or claim arising out of, related to, or based upon this Pre-Inspection Agreement, the home inspection, or the inspection report—including, but not limited to, claims for breach of contract, negligence, fraud, misrepresentation, or violation of any law, statute, regulation, ordinance, or code—must be commenced within one (1) year from the date of the inspection, regardless of the date on which the Client discovers or should have discovered the basis for such claim.

Failure to initiate legal action within this one-year period shall constitute a complete bar to such action and an irrevocable waiver of any and all claims arising from or related to the inspection and/or report.

NOTE: THIS LIMITATION PERIOD MAY BE SHORTER THAN THAT PROVIDED BY STATE LAW.

15. No Additional Licenses

ECE does not provide engineering, architectural, plumbing, or any other services that require a professional or occupational license under Washington State law as part of this home inspection. If ECE or its inspector holds any such valid license, that information may be disclosed to the Client; however, any such services must be contracted separately, in writing, and for an additional fee. The Client understands that no such licensed services are included in the scope of this home inspection unless explicitly stated in a separate agreement.

16. Payment; Representation

The inspection fee covers a single visit to the property. Additional fees may apply for any follow-up visits requested by the Client. If the inspection is terminated onsite for any reason, including but not limited to the lack of utility services, the full inspection fee remains due and payable.

If ECE is required to participate in litigation, dispute resolution, or legal proceedings as a result of the inspection, the Client agrees to compensate ECE at a rate of \$200 per hour. This includes time spent on research, consultation, travel, preparation of reports, additional inspections, time waiting to testify, and court appearances.

Past-due inspection fees will accrue interest at a rate of 18% per annum. The Client agrees to pay all collection costs, including reasonable attorney's fees, incurred by ECE to recover unpaid fees.

If the Client is a corporation, LLC, or other legal entity, the individual signing this Agreement personally guarantees payment. If there is more than one Client, the signatory affirms they are authorized to act on behalf of all Clients and that all Clients are bound by this Agreement.

17. Confidentiality; Indemnification

The inspection report prepared by ECE Consulting, LLC ("ECE") is confidential and intended solely for the Client's use. The report is the copyrighted intellectual property of ECE Consulting, LLC. A limited, non-transferable license is granted to the Client for the sole purpose of evaluating the subject property. Any other use is prohibited without prior written consent from ECE.

The Client authorizes ECE to discuss the findings in the report with relevant parties such as real estate professionals, property owners, or contractors, at ECE's discretion and solely in connection with the transaction or inspection.

ECE shall not be liable to any third party who obtains or relies upon this report, and any such third party does so at their own risk. The Client agrees to indemnify and hold harmless ECE, including its employees and affiliates, from all claims, losses, or legal actions resulting from third-party reliance on the inspection report. If a third party sues either the Client or ECE as a result of the Client sharing the report, the Client agrees to defend, indemnify, and reimburse ECE for all associated costs, including legal fees.

18. Entire Agreement; Non-Transferability

This Agreement, along with any inspection report provided by ECE, represents the entire agreement between the parties. No oral statements, representations, or prior understandings shall modify this Agreement.

No changes or amendments shall be enforceable unless made in writing and signed by both the Client and the President of ECE and supported by valid consideration.

This Agreement shall be binding upon and inure to the benefit of the Client(s) and their spouse(s), heirs, executors, administrators, successors, assigns, and representatives.

The inspection and report are provided for the exclusive use and benefit of the Client. No other person or entity, including subsequent purchasers, may use or rely upon the report without the express written permission of the President of ECE.

19. Walk-Through Inspection by Client

The Client is advised that the condition of the subject property may change between the date of the inspection and the date of closing. Therefore, the Client is strongly encouraged to personally conduct, or to arrange for a qualified third party to conduct, a pre-closing walk-through inspection. This additional inspection may help identify defects that were not visible at the time of the original inspection or that have developed subsequently.

20. Ancillary Services

ECE may offer the following ancillary services by request for an additional fee. These services are preliminary and limited in scope and are not a substitute for inspections performed by licensed experts in the respective fields. Licensed professionals may identify defects or conditions beyond the scope of ECE's ancillary services. ECE's liability for each ancillary service is limited to liquidated damages not exceeding two (2) times the fee paid by the Client for that service. Any commentary outside the defined scope of each ancillary service is informal and does not expand ECE's responsibilities.

A. Sewer Scope

A sewer scope is a visual inspection of the main sewer line from the cleanout to the main sewer lateral using a remote camera. It is intended only to assess the functionality of the sewer line on the day of inspection. This is not a code compliance inspection, boundary or easement survey, or determination of party line connections. ECE is not responsible for determining the remaining service life of the sewer line. Visual obstructions such as debris may prevent detection of some defects. If defects are noted, the Client should have the entire system reviewed and repaired by a licensed contractor before the contingency period ends.

B. Mold Sampling

Mold sampling provides a preliminary analysis of airborne mold spores on the inspection day and is not a substitute for a complete mold inspection by a licensed industrial hygienist. Basic sampling includes one interior and one exterior air sample; surface samples may be available for an additional fee. Samples are sent to an accredited laboratory with results typically available within three business days. Mold levels fluctuate and additional mold growth may not be detected. The Client releases ECE from liability regarding any reported or unreported mold presence.

C. Radon Testing

ECE uses one professional radon monitor placed at a single testing location for preliminary screening. The Client must ensure occupants comply with testing protocols sent by ECE. ECE controls only test equipment placement; occupant interference or environmental factors may affect results. The testing fee is due regardless of compliance. Additional testing or missed retrievals incur extra charges. Radon levels vary, and the EPA recommends retesting every two years.

D. Pool Inspection

Conducted by ASHI Standards of Practice for Pool Inspections, this is a visual, non-invasive inspection. Inaccessible, shut down, or turned off components are excluded. This inspection does not include leak testing, code compliance, or assessment of component lifespan or adequacy. Unexpected repairs are common.

E. Oil Tank Sweep

A magnetic survey within 30 feet around accessible portions of the home detects potential underground #2 fuel oil tanks. Areas obscured by structures, vehicles, decks, or belongings are excluded. If suspected, soil sampling for fuel contaminants can be arranged for an additional fee. Soil sampling is not a substitute for excavation, which may reveal contamination. Underground oil tanks inherently risk future leaks if not properly decommissioned.

F. Wood Destroying Organisms Inspection *(Coming soon)*

This is a visual, non-invasive inspection, for wood destroying organisms, specifying the

organisms in addition to only locating the voidance, which is already part of the usual home inspection. This is a visual, non-invasive inspection of accessible areas. Latent or concealed conditions and dormant season organisms may be missed. Removal of obstructions before inspection is recommended to reduce the risk of unreported defects.

G. Thermal Imaging

Thermal imaging aids in detecting surface temperature anomalies inconsistent with the home's age. It is not a moisture detector or leak test and cannot identify all leaks or inactive moisture. Absence of insulation or other visually obscured conditions is not required to be reported.

H. Lawn Irrigation Inspection

This is a visual, non-invasive inspection of the irrigation system's visible components. Inaccessible, winterized, shut down, or turned off components (including underground piping or wiring) are excluded. The inspection evaluates basic functionality from a user perspective only. Leak testing or code compliance are not included.

21. Force Majeure

ECE shall not be liable for any failure to perform or for any delay in performance resulting from causes beyond its reasonable control, including but not limited to: Acts of God (such as fire, flood, earthquake, storm, earth movement, hurricane, or other natural disaster); war; acts of terrorism; invasion; acts of foreign enemies; hostilities (whether war is declared or not); civil war; rebellion; revolution; insurrection; military or usurped power; confiscation; nationalization; government sanctions; blockades; embargoes; labor disputes; strikes; lockouts; or interruptions or failures of electricity, gas, internet, or telephone service.

22. Re-Inspections; Rescheduled Appointments

If the Client requests a re-inspection, such service shall be provided for an additional fee and shall be subject to all terms and conditions of this Agreement. Any appointments that are rescheduled for another date and/or with a different Inspector shall also remain fully subject to the terms of this Agreement.

23. No Assignment

The Client may not assign this Agreement.

24. Software Providers

ECE uses third-party software to schedule appointments, generate and store inspection reports, and communicate with Clients. ECE does not grant permission for any third-party company to access, use, reproduce, or distribute its reports or the Client's private information beyond what is necessary to perform these services. The Client acknowledges and agrees that while ECE takes reasonable measures to protect privacy, ECE is not responsible for the actions of third-party software providers outside of its control. In providing the property inspection and inspection report, information about the client, inspector, real estate professional, and property will be collected and input into HomeGauge inspection software and services, which inspector uses to produce the inspection report. This information may include personally-identifiable information about the client, inspector and real estate professional. This information may subsequently be used by the provider of HomeGauge, as set out in the HomeGauge Privacy Policy found at



<https://www.homegauge.com/resources/privacy-policy/>. Inspectors may choose to use this information to market new or related products and services to clients.

25. Interpretation

If any provision of this Agreement is found by a court to be ambiguous or requiring judicial interpretation, such provision shall not be construed against ECE on the basis that ECE drafted this Agreement. The Client acknowledges that they had the opportunity and were encouraged to consult with qualified legal counsel prior to executing this Agreement.

26. Copyright Permission

ECE occasionally uses photographs, videos, thermal images, narratives, and other information derived from inspections to educate the public about the importance of home inspection services. By signing this Agreement, the Client irrevocably grants ECE and its duly authorized agents the absolute right and permission to copyright, publish, or otherwise use any photographs, videos, thermal images, narratives, and other inspection-related content obtained from the property for educational, artistic, advertising, or any other lawful purpose. The Client also grants ECE permission to use any statements or testimonials made by the Client in connection with these purposes.

27. Receipt of Consumer Notice and Standards of Practice

By the Client's signature below, the Client acknowledges receipt of and awareness of the Washington State Standards of Practice for Home Inspectors and the official InterNACHI® Residential Standards of Practice.

- The Washington State Standards may be found at:
<http://app.leg.wa.gov/WAC/default.aspx?cite=308-408C>
- The InterNACHI® Standards may be found at:
<https://www.nachi.org/sop.htm>

28. Client's Agreement & Understanding of Terms

By signing this Agreement, the undersigned Client agrees that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above. The Client understands that the Client has a right to have an attorney of the Client's choice review this Agreement before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Agreement, the Client is free not to sign it. The Client understands that the Client may retain another provider to perform the services contemplated by this Agreement. The Client further understands that, should the Client not agree to the terms and conditions set forth in this Agreement, the Client may negotiate with ECE for different terms and conditions.

ACKNOWLEDGMENT AND AGREEMENT

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO ITS TERMS AND ACKNOWLEDGE RECEIPT OF A COPY.



Client's Signature: _____ Date: _____

Client's Name (Please Print):