



PDX HIVE INSPECTION AGREEMENT

PRIOR TO THE INSPECTION, PLEASE READ CAREFULLY BEFORE SIGNING

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.

You, the undersigned Client(s), herein referred to as “You/Your”, have requested that We, along with our employees and any persons conducting inspections, herein referred to as “We”/”Our”/”Us”, conduct an inspection of the Property consistent with the terms and conditions of this Agreement. The inspection service is being provided at the request of you, our Client(s), and is intended for your exclusive use and benefit. Not all conditions are apparent at the time of inspection, so it is recommended, and you agree herein, to consult with the Seller of the property regarding any significant deficiencies/malfunctions known to exist to the Seller. Please read the final report carefully, as additional information and details concerning the nature of the inspection are found in the report.

SCOPE OF THE INSPECTION: Visual Home Inspection - The Home Inspection you receive is a **non-invasive, visual** examination of the readily accessible items identified in the inspection report. The inspector is **not** an expert in every building craft or profession. Therefore, the home inspection that we conduct is **not** technically exhaustive. The inspection is designed only to identify unsafe/non-functioning systems, structures and/or components that were **exposed to view and apparent as of the time/day of the inspection**. A written inspection report will describe and identify the inspected systems, structures, or components of the building inspected, and shall list any unsafe or non-functioning systems, structures, and components observed during the inspection. The inspection report is a written opinion of a trained home inspector based upon what was visible and evident at the time of the inspection. The report is not a listing of repairs to be made and is not intended for use as a guide in re-negotiating a real estate transaction. Items that are not listed in the inspection report **were not inspected and are not included** under the scope of the inspection service provided. It is agreed that the inspector is not, as part of the inspection, determining compliance with installation guidelines, construction documents, manufactures specifications, building codes, local ordinances, zoning regulations, covenants, or other restrictions, including local interpretations thereof. If this is a “verbal” inspection you agree that there shall be no legal liability for the inspection until/unless a full written inspection report is requested and paid for within 7 calendar days of the inspection.

Inspection Standards - The home inspection and/or systems inspected will be performed in accordance with the scope and standards of practice of the *State of Oregon*. A copy of the standards of practice is available through your inspector.

GENERAL EXCLUSIONS: The inspector cannot examine what cannot be seen by a non-invasive, visual examination. No removal of materials or dismantling of systems shall be performed during this inspection. The inspector is not required to, nor will he/ she move furniture, floor coverings, insulation, stored materials, personal belongings, open walls or perform any type of destructive or invasive testing in order to perform the inspection. This inspection company is not responsible for any condition that may be covered, concealed or inaccessible because of, but not limited to, soil or vegetation, walls, structural members, furniture, floor coverings, insulation, stored items, personal belongings, water, ice, snow, soot or conditions that would be considered a danger to the inspector. The home inspection is not a compliance inspection or certification of compliance with past or present governmental codes or regulations of any kind.

Whether or not they are concealed or inaccessible, the following items and systems are not within the scope of the inspection service provided under this Agreement:

*Engineering Analysis of any kind including structural integrity, system design problems, acoustical characteristics, functional adequacy, operational capacity or costs, quality or suitability for a particular use
*Geological stability or ground condition of site *Soils or Soil Contamination *Scientific or specialized technician tests, readings or evaluations *Issues directly or indirectly related to Drywall from the People’s

Republic of China *Fireplace draft *Cosmetic items, including without limitation, paint, scratches, scrapes, dents, cracks, stains or faded surfaces, flooring, insulation unless required by law, wall coverings, carpeting, paneling, lawn and landscaping *Condominium or co-op common areas or areas under the management of the condominium or co-op association *Home warranty, system warranty and/or component warranty *Telephone and TV cables

*Cisterns *Fountains *Low voltage lighting and electrical systems *Electrostatic precipitators *Electronic air cleaners or filters *Active or passive solar system *Pressure tests on central air conditioning systems *Furnace heat exchangers *Radiant heating systems *Free standing appliances and other personal property *Water volume or flow *Water conditioning/softening systems *Security system *Central vacuum system *Landscaping *Irrigation systems *We do not address conditions relating to animals, rodents or other household pests or the damage caused thereby

Unless you have paid an additional fee and the specific item is noted and initialed by you and the inspector on page 2 of this Agreement, the following items are also excluded under this agreement and not within the scope of the inspection service: (a) Septic System (b) Wells or Well Pump (c) Water Quality (d) Swimming pools, Saunas, Hot tubs, Spas/Whirlpools or attached equipment (e) Mold/Mildew/Fungus or spores thereof or conditions related to Mold, Mildew or Fungus (f) Detached Buildings or Equipment (g) Environmental hazards including, but not limited to; Asbestos, Radon, Lead, Formaldehyde, Electro Magnetic Fields (EMF's), Microwaves (h) Wood Destroying Organisms including, but not limited to, Termites, Carpenter Ants, Wood Boring Beetles and Fungal Rot.

THE INSPECTION AGREEMENT, THE HOME INSPECTION AND THE INSPECTION REPORT DO NOT CONSTITUTE A HOME WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND; NOR DO THEY SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW.

We do not turn on, ignite or inspect any utility service, major system, item or component that is shut down or not connected to a functioning system at the time of the inspection. All utility services and major systems must be turned on to perform the inspection. Therefore, you agree not to hold us responsible for future failure and repair, or for the non-discovery of any patent or latent defects in material, workmanship, or other conditions of the property which may occur or become evident after the inspection date; nor for any alleged non-disclosure of conditions that are the express responsibility of the seller of the property. You agree to assume all the risk for conditions, which are concealed from view or inaccessible to us at the time of the inspection.

DISPUTE RESOLUTION AND REMEDY LIMITATION:

Notice Requirement - In the event that You have any dispute relating to this agreement, the inspection service, the inspection report, or You claim that there was any error or omission in the performance of the inspection service or writing of the report, You agree, upon discovering facts related to the dispute or any error or omission, to promptly notify Us in writing of the dispute or claim in order to provide Us or our representative a reasonable opportunity to re-inspect and document the condition in dispute. In addition, if We determine that You have a legitimate dispute or claim, you will provide Us the opportunity to resolve the issue. Please understand that an unreasonable delay in affording Us with a notice of a dispute, claim or issue may prevent Us from remedying any valid dispute You might have.

Binding Arbitration - The undersigned parties below agree that any dispute between the parties, except those for non-payment of fees, that in any way, directly or indirectly, arising out of, connected with, or relating to the interpretation of this Agreement, the inspection service provided, the report or any other matter involving our service, shall be submitted to binding arbitration conducted by and according to the Accelerated Arbitration Rules and Procedures of Construction Dispute Resolution Services, LLC. You may recommend an alternative arbitration provider for our consideration. The arbitration decision shall be final and binding on all parties, and judgment upon the award rendered may be entered into any court having jurisdiction. In any dispute arising under this Agreement, our inspection or the Inspection Report, the costs of the arbitration shall be the sole responsibility of the client up to and including the arbitration hearing. As part of the arbitration award, the arbitrator shall award to the prevailing party any or all costs of the arbitration process as he or she deems to be appropriate. Expenses related to personal attorneys, experts, engineers, witnesses, engineering reports or other inspection reports or similar individuals or documents shall be the direct responsibility of the parties and shall not be considered as part of the arbitration award. The arbitration award shall be limited in scope to the issues and terms as specified in the Inspection Agreement. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against us, or our officers, agents or employees more than one year after the date of the subject inspection. Time is expressly of the essence herein.

THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.

LIMITATION OF LIABILITY - IF WE, OUR EMPLOYEES, INSPECTORS, OR ANY OTHER PERSON YOU CLAIM TO BE OUR AGENT, ARE CARELESS OR NEGLIGENT IN PERFORMING THE INSPECTION AND/OR PREPARING THE REPORT AND/OR PROVIDING ANY SERVICES UNDER THIS AGREEMENT, OUR LIABILITY IS LIMITED TO THE FEE YOU PAID FOR THE INSPECTION SERVICE, AND YOU RELEASE US FROM ANY ADDITIONAL LIABILITY. WE HAVE NO RESPONSIBILITY FOR THE POSSIBILITY YOU LOST AN OPPORTUNITY TO RENEGOTIATE WITH THE SELLER. THERE WILL BE NO RECOVERY FOR SECONDARY OR CONSEQUENTIAL DAMAGES BY ANY PERSON.

Please initial that you agree to this limit of liability.

Confidential Report - The inspection and report is being prepared for You, for Your own information and may not be used or relied upon by any other person unless that person is specifically named by Us in this Agreement as a recipient of the report. This report should not be relied upon by anyone other than the client(s). In addition, the client(s) agrees not to rely on this report alone in making decisions about the subject property. You agree to maintain the confidentiality of the report and reasonably protect the report from distribution to any other person. If you directly or indirectly cause the report to be distributed to any other person, you agree to indemnify, defend, and hold Us harmless if any third party brings a claim against Us relating to our inspection or the report.

By initialing here **You authorize us to distribute copies of the Inspection report to the real estate agent(s) and/or mortgage company directly involved in this transaction, but they are not designated recipients of the report or this agreement, intended or otherwise.**

GENERAL PROVISIONS

Re-Inspections and Additional Services - Our fees are based on a single visit to the property and the preparation of the written inspection report. If additional visits, or reports, or services are required of Us for any reason, an additional fee will be charged.

Client Authority - Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this Agreement is executed on behalf of the Client by a third party, the person executing this Agreement expressly represents to Us that he/she has the full and complete authority to execute this Agreement on the Client's behalf and to fully and completely bind the Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

This Agreement constitutes the entire integrated Agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement. The written report to be prepared by Inspector shall be considered the final and exclusive findings of the Inspector. Client shall not rely on any oral statements made by the Inspector prior to issuance of the written report. This Agreement shall be binding upon and to the benefit of the parties hereto and their heirs, successors and assigns. Should any provision of this Agreement be inure held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the court's holding.

Client Name:

Property Address:

Inspection Date/Time:

Inspection Fee:

Client Signature:

Inspector Signature:

CCB #215074 OCHI #2002 ASHI #262883

Indika Sugathadasa

PDX HIVE, LLC

812-008-0200 - Standards of Behavior and Standards of Practice

OAR 812-008-0201 sets forth the standards of behavior of Oregon certified home inspectors. OAR 812-008-0202 through 812-008-0214 of this rule set forth the minimum standards of practice required by Oregon certified home inspector.

812-008-0201 - Standards of Behavior

- (1) An Oregon certified home inspector shall not:
 - (a) Engage in dishonest or fraudulent conduct or undertake activities that are injurious to the welfare of the public, which result in injury or damage to another person.
 - (b) Disclose any information about the results of an inspection without the approval of the client for whom the inspection was undertaken.
 - (c) Accept compensation or any other consideration from more than one interested party for the same service without the consent of all interested parties.
 - (d) Directly or indirectly compensate realty agents, or other parties having a financial interest in closing or settlement of real estate transactions, for the referral of inspections or for inclusion on a list of recommended inspectors, preferred providers or similar arrangements. This paragraph is not intended to prohibit any discount, credit or add-on service made directly to an inspector's client.
 - (e) Accept financial or other consideration, such as material or equipment, from suppliers for suggesting the use of, or promoting a specific product in the course of performing an inspection.
 - (f) Accept compensation, directly or indirectly, for recommending contractors, services, or products to inspection clients or other parties having an interest in inspected properties.
 - (g) Inspect properties under contingent arrangements whereby any compensation or future referrals are dependent on reported findings or on the sale of a property.
 - (h) Express, within the context of an inspection, an appraisal or opinion of the market value of the inspected property.
 - (i) Allow his or her interest in any business to affect the quality or results of inspection work that the Oregon certified home inspector may be called upon to undertake.
 - (j) Misrepresent any matters to the public.
- (2) Opinions expressed by Oregon certified home inspectors shall only be based on their education, experience, and physical evidence observed by the inspector.
- (3) Before the execution of a contract to undertake a home inspection, an Oregon certified home inspector shall disclose to the client any interest in a business that may affect the client.
- (4) Nothing in OAR 812-008-0201 shall prohibit a business offering home inspection services from advertising services or for the purpose of recruiting employees and personnel. All such advertisements shall not be misleading or deceptive. A business shall not advertise home inspection services unless the business is properly licensed.

812-008-0202 - Contracts and Reports

- (1) Home inspections undertaken according to division 8 shall be based solely on the property conditions, as observed at the time of the home inspection.
- (2) Oregon certified home inspectors shall:
 - (a) Provide a written inspection contract, signed by both the Oregon certified home inspector and client, prior to completing a home inspection that shall:
 - (A) State that the home inspection is in accordance with standards and practices set forth in division 8 of OAR chapter 812;
 - (B) Describe the services provided and their cost;
 - (C) State where the planned inspection differs from the standard home inspection categories as set forth in OAR 812-008-0205 through 812-008-0214; and
 - (D) Conspicuously state whether the home inspection includes a wood destroying organism inspection and if such inspection is available for a fee.
 - (E) For the purpose of this rule, a home inspection shall be deemed completed when the initial written inspection report is delivered.
 - (b) Observe readily visible and accessible installed systems and components listed as part of a home inspection as defined by these rules unless excluded pursuant to these rules in OAR 812-008-0200 through 812-008-0214; and
 - (c) Submit a written report to the client that shall:
 - (A) Describe those systems and components as set forth in OAR 812-008-0205 through 812-008-0214;
 - (B) Record in the report each item listed in OAR 812-008-0205 through 812-008-0214 and indicate whether or not the property inspected was satisfactory with regard to each item of inspection; it will not be sufficient to satisfy subsection (2)(c) of this rule that the certified home inspector prepare a report listing only deficiencies;
 - (C) State whether any inspected systems or components do not function as intended, allowing for normal wear and tear; and how, if at all, the habitability of the dwelling is affected;
 - (D) State the inspector's recommendation to monitor, evaluate, repair, replace or other appropriate action;
 - (E) State the Construction Contractors Board license number of the business and the name, certification number and signature of the person undertaking the inspection; and
 - (F) Include on the first page of the contract and on the first page of the report, in bold-faced, capitalized type and in at least 12 point font, the following statement: "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."
 - (d) Submit to each customer at the time the contract is signed a copy of "Home Inspection Consumer Notice."
- (3) Division 8 does not limit Oregon certified home inspectors from reporting observations and conditions or rendering opinions of items in addition to those required in division 8.

(4) All written reports, bids, contracts, and an individual's business cards shall include the Oregon certified home inspector's certification number.

812-008-0203 - General Limitations

(1) Inspections undertaken in accordance with division 8 are visual and are not technically exhaustive.

(2) "Residential structures" and "appurtenances" thereto are defined in ORS chapter 701.005 and OAR chapter 812-008-0020.

812-008-0204 – General Exclusions

(1) Oregon certified home inspectors are not required to report on:

- (a) Life expectancy of any component or system;
- (b) The causes of the need for a repair;
- (c) The methods, materials, and costs of corrections;
- (d) The suitability of the property for any specialized use;
- (e) Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions;
- (f) The advisability or inadvisability of purchase of the property;
- (g) The presence or absence of pests such as wood damaging organisms, rodents, or insects;
- (h) Cosmetic items, underground items, or items not permanently installed; or
- (i) Detached structures.

(2) Oregon certified home inspectors are not required to:

- (a) Offer or undertake any act or service contrary to law;
- (b) Offer warranties or guarantees of any kind;
- (c) Offer to undertake engineering, architectural, plumbing, electrical or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the Oregon certified home inspector holds a valid occupational license, in which case the Oregon certified home inspector may inform the client that the home inspector is so certified, and is therefore qualified to go beyond division 8 and undertake additional inspections beyond those within the scope of the basic inspection;
- (d) Calculate the strength, adequacy, or efficiency of any system or component;
- (e) Enter any area, undertake any procedure that may damage the property or its components, or be dangerous to the Oregon certified home inspector or other persons;
- (f) Operate any system or component that is shut down or otherwise inoperable;
- (g) Operate any system or component that does not respond to normal operating controls;
- (h) Disturb insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility;
- (i) Determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to toxins, carcinogens, noise or contaminants in the building or soil, water, and air;
- (j) Determine the effectiveness of any system installed to control or remove suspected hazardous substances;
- (k) Predict future condition, including but not limited to failure of components;
- (l) Project operating costs of components;

(m) Evaluate acoustical characteristics of any system or component;

(n) Observe special equipment or accessories that are not listed as components to be observed in division 8; or

(o) Identify presence of odors or their source;

812-008-0205 - Structural Components

(1) The Oregon certified home inspector shall observe and describe visible structural components including:

- (a) Foundation;
- (b) Floors and floor structure;
- (c) Walls and wall structure;
- (d) Columns or piers;
- (e) Ceilings and ceiling structure; and
- (f) Roofs and roof structure.

(2) The Oregon certified home inspector shall:

(a) Probe or sound structural components where deterioration is suspected, except where probing would damage any finished surface;

(b) Enter underfloor crawl spaces, basements, and attic spaces except when access is obstructed or restricted, when entry could damage any property, or when dangerous or adverse situations are suspected;

(c) Report the methods used to observed underfloor crawl spaces and attics; report inaccessible areas; and

(d) Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components.

812-008-0206 - Exterior and Site

(1) The Oregon certified home inspector shall observe and describe:

- (a) Wall cladding, flashings, and trim;
- (b) Entryway doors and all windows;
- (c) Garage door operators;
- (d) Attached decks, balconies, stoops, steps, areaways, porches, and applicable railings;
- (e) Eaves, soffits, and fascias; and
- (f) Vegetation, grading, drainage, driveways, patios, walkways, and retaining walls with respect to their effect on the condition of the building that adversely affect the structure.

(2) The Oregon certified home inspector shall:

(a) Operate all entryway doors and a representative number of windows;

(b) Operate garage doors manually or by using permanently installed controls for any garage door opener; and

(c) Report whether or not any garage door opener will automatically reverse or stop when meeting reasonable resistance during closing, or reverse with appropriately installed optical sensor system.

(3) The Oregon certified home inspector is not required to observe:

(a) Storm windows, storm doors, screening, shutters, and awnings;

(b) Garage door operator remote control transmitters;

(c) Soil or geological conditions, site engineering, property boundaries, encroachments, or easements;

(d) Recreational facilities (including spas, saunas,

steambaths, swimming pools, decorative water features, tennis courts, playground equipment, and other exercise, entertainment, or athletic facilities); or

- (e) Detached buildings or structures;
- (f) Fences or privacy walls;
- (g) Ownership fencing, privacy walls, retaining walls; or
- (h) Condition of trees, shrubs, or vegetation.

812-008-0207 - Roofing

(1) The Oregon certified home inspector shall observe and describe:

- (a) Roof coverings;
- (b) Roof drainage systems;
- (c) Flashings;
- (d) Skylights, chimneys, and roof penetrations; and
- (e) Signs of leaks or abnormal condensation on building components.

(2) The Oregon certified home inspector shall report the method used to observe the roofing and components.

812-008-0208 - Plumbing

(1) The Oregon certified home inspector shall observe:

(a) Interior water supply and distribution system, including piping materials, supports, and insulation, fixtures and faucets, functional flow, leaks, and cross connections;

(b) Interior drain, waste, and vent system, including traps, drain, waste, and vent piping, piping supports and pipe insulation, leaks, and functional drainage;

(c) Hot water systems including water heating equipment, normal operating controls, automatic safety controls, and chimneys, flues, and vents;

(d) Above ground oil storage and distribution systems including interior oil storage equipment, supply piping, venting, and supports; leaks; and

(e) Sump pumps and sewage ejection pumps.

(2) The Oregon certified home inspector shall describe:

(a) Water supply and distribution piping materials;

(b) Drain, waste, and vent piping materials; and

(c) Water heating equipment.

(3) The Oregon certified home inspector shall operate all plumbing fixtures, including their faucets and all exterior faucets attached to the house except where the flow end of the faucet is connected to an appliance or interior faucets not serviced by a drain.

(4) The Oregon certified home inspector is not required to:

(a) State the effectiveness of anti-siphon devices and anti-backflow valves;

(b) Determine whether water supply and waste disposal systems are public or private;

(c) Operate automatic safety controls;

(d) Operate any valve except toilet flush valves, fixture faucets, and hose faucets;

(e) Observe:

(A) Water conditioning systems;

(B) Fire and lawn sprinkler systems;

(C) On-site water supply quantity and quality;

(D) On-site waste disposal systems;

(E) Foundation irrigation systems;

(F) Whirlpool tubs, except as to functional flow and functional drainage;

(G) Swimming pools and spas; or

(H) Solar water heating equipment.

812-008-0209 - Electrical

(1) The Oregon certified home inspector shall observe:

(a) Service entrance conductors;

(b) Service equipment, grounding equipment, main overcurrent device, and distribution panels;

(c) Amperage and voltage ratings of the service;

(d) Branch circuit conductors, their overcurrent devices, and the compatibility of their amperages and voltages;

(e) The operation of a representative number of installed ceiling fans, lighting fixtures, switches, and receptacles located inside the house, garage, and on the dwelling's exterior walls;

(f) The polarity and grounding of all receptacles within six feet of interior plumbing fixtures, and all receptacles in the garage or carport, and on the exterior of inspected structures;

(g) The operation of ground fault or arc fault circuit interrupters;

(h) Smoke alarms; and

(i) Carbon monoxide detectors.

(2) The Oregon certified home inspector shall describe:

(a) Service amperage and voltage;

(b) Service entry conductor materials; and

(c) Service type as being overhead or underground;

(3) The Oregon certified home inspector shall report:

(a) Any observed 110 volt aluminum branch circuit wiring; and

(b) The presence or absence of smoke alarms, and operate their test function, if accessible, except when detectors are part of a central security system.

(4) The Oregon certified home inspector is not required to:

(a) Insert any tool, probe, or testing device inside the panels;

(b) Test or operate any overcurrent device or safety device in the electrical service panel or elsewhere that may adversely affect the personal property of the resident;

(c) Dismantle any electrical device or control other than to remove the covers of the main or auxiliary distribution panels;

(d) Observe:

(A) Low-voltage systems except to report the presence of solenoid-type lighting systems;

(B) Security system devices or heat detectors;

(C) Telephone, security, TV, intercoms, lightning arrestors or other ancillary wiring that is not a part of the primary electrical distribution system; or

(D) Built-in vacuum equipment.

812-008-0210 - Heating*

(1) The Oregon certified home inspector shall observe permanently installed heating systems including:

(a) Heating equipment;

(b) Normal operating controls;

(c) Automatic safety controls;

(d) Chimneys, flues, and vents, where readily visible;

(e) Solid fuel heating devices;

(f) Heat distribution systems including fans, pumps, ducts, and piping, with supports, insulation, air filters, registers, radiators, fan

coil units, convectors; and

- (g) The presence of installed heat source in each room.
- (2) The Oregon certified home inspector shall describe:
 - (a) Energy source; and
 - (b) Heating equipment and distribution type.
- (3) The Oregon certified home inspector shall operate the systems using normal operating controls.
- (4) The Oregon certified home inspector shall open readily accessible panels provided by the manufacturer or installer for routine homeowner maintenance.
- (5) The Oregon certified home inspector is not required to:
 - (a) Operate automatic safety controls;
 - (b) Ignite or extinguish solid fuel fires;
 - (c) Observe:
 - (A) The interior of flues;
 - (B) Fireplace insert flue connections;
 - (C) Humidifiers; or
 - (D) The uniformity or adequacy of heat supply to the various rooms.

812-008-0211 - Central Air Conditioning

- (1) The Oregon certified home inspector shall observe:
 - (a) Central air conditioning systems including cooling and air handling equipment and normal operating controls.
 - (b) Distribution systems including fans, pumps, ducts and piping, with associated supports, dampers, insulation, air filters, registers, and fan-coil units.
- (2) The Oregon certified home inspector shall describe:
 - (a) Energy sources; and
 - (b) Cooling equipment type.
- (3) The Oregon certified home inspector shall operate the systems using normal operating controls.
- (4) The Oregon certified home inspector shall open readily openable panels provided by the manufacturer or installer for routine homeowner maintenance.
- (5) The Oregon certified home inspector is not required to:
 - (a) Operate cooling systems when weather conditions or other circumstances may cause equipment damage;
 - (b) Observe non-central air conditioners; or
 - (c) Observe the uniformity or adequacy of cool-air supply to the various rooms.

812-008-0212 - Interiors

- (1) The Oregon certified home inspector shall observe and describe:
 - (a) Walls, ceiling, and floors;
 - (b) Steps, stairways, balconies, and railings;
 - (c) Counters and cabinets; and
 - (d) Doors and windows.
- (2) The Oregon certified home inspector shall:
 - (a) Operate a representative number of windows and interior doors; and
 - (b) Report signs of abnormal or harmful water penetration or damage in the building or components or signs of abnormal or

harmful condensation on building components.

- (3) The Oregon certified home inspector is not required to:
 - (a) Operate a representative number of cabinets and drawers;
 - (b) Observe paint, wallpaper, and other finish treatments on the interior walls, ceilings, and floors; or
 - (c) Observe draperies, blinds, or other window treatments.

812-008-0213 - Insulation and Ventilation

- (1) The Oregon certified home inspector shall observe and describe:
 - (a) Insulation and vapor retarders/barriers in unfinished spaces;
 - (b) Ventilation of attics and foundation areas;
 - (c) Kitchen, bathroom, and laundry venting systems; and
 - (d) The operation of any readily accessible attic ventilation fan, and when the temperature permits, the operation of any readily accessible thermostatic control.
 - (e) Absence of insulation in unfinished space adjacent to heated living areas.
- (2) The Oregon certified home inspector is not required to report on:
 - (a) Concealed insulation and vapor retarders;
 - (b) Venting equipment that is integral with household appliances; or
 - (c) Thermal efficiency ratings.

812-008-0214 - Built-in Kitchen Appliances

- (1) The Oregon certified home inspector shall observe and operate the basic functions of the following kitchen appliances:
 - (a) Installed dishwasher, through its normal cycle;
 - (b) Range, cook top, and installed oven;
 - (c) Trash compactor;
 - (d) Garbage disposal;
 - (e) Ventilation equipment or range hood;
 - (f) Installed microwave oven; and
 - (g) Built-in refrigerators.
- (2) The Oregon certified home inspector is not required to observe:
 - (a) Clocks, timers, self-cleaning oven function, or thermostats for calibration or automatic operation;
 - (b) Non built-in appliances;
 - (c) Refrigeration units that are not installed; or
 - (d) Microwave leakage.
- (3) The Oregon certified home inspector is not required to operate:
 - (a) Appliances in use; or
 - (b) Any appliance that is shut down or otherwise inoperable.