



# Cougar Mountain Home Inspections, LLC.

## Charlie Smith, Wa. State Lic. # 2228

Property Address: \_\_\_\_\_ Agent \_\_\_\_\_  
 Fee for the Home Consultation is \$ \_\_\_\_\_ Square Feet \_\_\_\_\_  
 THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, Year Home Built \_\_\_\_\_

**Charlie Smith** (here in after "INSPECTOR") and the undersigned (here in after "CLIENT"), collectively referred to here in as "the parties.". The Parties understand and voluntarily agree as follows:

1. INSPECTOR agrees to perform a visual consultation of the home/building and to provide CLIENT with a **verbal** report identifying the defects that INSPECTOR both observed and deemed material. The consultation information is isolated to the date of the consultation only. The report is only supplementary to the seller's disclosure.
2. The verbal consultation follows the Washington State code in accordance with the current Standards of Practice of the State of Washington. CLIENT understands that these standards contain limitations, exceptions, and exclusions.
3. The consultation is performed and prepared for the use of the CLIENT, who gives the INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties.
4. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the consultation is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home consultation, and for additional fee, perform additional consultations and/or home inspections beyond those within the scope of the basic home consultation.
5. The consultation does not include verification of mold, lead, asbestos, or other environmental hazards or violations. The consultation does not verify the quality of air, soil, or water unless agreed to in writing in the pre consultation agreement.
6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind. INSPECTORS total liability is limited to the amount paid to the INSPECTOR for the consultation performed.
7. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.
8. If any court declares any provision of this agreement invalid or unenforceable, the remaining provisions will remain in effect. This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by both parties. This agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors, and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the consultation.
9. Payment is due upon completion of the on-site consultation. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments.

THE ABOVE IS UNDERSTOOD AND AGREED TO, AND CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

X \_\_\_\_\_

**CLIENT OR REPRESENTATIVE Charlie Smith – \_WA State Lic #2228**

206-681-8052

**Printed Name** \_\_\_\_\_

**Email Address:** \_\_\_\_\_