

## Portland Home Energy Score LLC Home Energy Inspection Agreement

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the Property at:

\_\_\_\_\_.

The terms below govern this Agreement.

1. The fee for our inspection is \$\_\_\_\_\_, payable in full at the time of the inspection.
2. We will perform a visual inspection of the home/building at the time of inspection and provide you with a written report identifying the attributes of the home and the resulting Home Energy Score.
3. Unless otherwise indicated in writing, we will NOT inspect the following:
  - a) Compliance with applicable building codes
  - b) Items that are obstructed, inaccessible or not in plain view
  - c) Non-visible energy related upgrades that do not have documentation
4. Individual consent: In accordance with Portland City Code Chapter 17.108 (adopted by Ordinance No. 188413 and effective January 1, 2018), Home Energy Scores produced in Portland will be made publicly available through real estate listings. Thus, these scores and any associated information will not be treated as confidential. The customer hereby consents to allow the Home Energy Score Report to be collected and stored in order to be disclosed through accepted and secure methods of data transportation, for the specific purpose of publishing it on a database which will auto-populate or otherwise be uploaded to the Regional Multiple Listing Service (RMLS) and/or similar real estate listing services and be identifiable to homeowner's property on the listing service.
5. Standards and Practices. The Inspection shall be performed in accordance with the standards and practices set forth in Portland City Code Chapter 17.108. An electronic copy of the Home Energy Score Inspection Standards is available at:  
<https://www.portlandoregon.gov/bps/71421>
6. Seller agrees to provide all home energy related documentation to the inspector prior to or during the home inspection. Updating the report after it has been completed will occur additional fees.

**Client releases Inspector from any liability regarding third party claims, whether in contract or tort and agrees to pay Inspector's costs and legal fees in defending any action.**

**Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.**

**6. To the greatest extent permitted by law, Inspector's aggregate monetary liability to Client for any reason and for any and all causes of action, whether in contract, tort, or otherwise, arising out of or in any way related to this Agreement, will not exceed the amount of the Fee set forth in this Agreement.**

**Client understands, acknowledges, and agrees that the limited liability of Inspector has been specifically bargained for, and that but for Client's agreement to these limitations, Inspector would not have entered into this Agreement with the Client.**

**Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building.**

7. If you believe you have a claim against Inspector, you agree to provide Inspector with the following: (1) written notification of your claim within seven days of discovery in sufficient detail and with sufficient supporting documents that Inspector can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases Inspector from liability. You will have no cause of action against Inspector after one year from the date of the inspection.

8. You agree that the exclusive venue for any litigation arising out of this Agreement is in the county where Inspector has principal place of business.

9. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us is binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement is binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees.

10. Past-due fees for your inspection will accrue interest at 10% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

11. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

12. You may not assign this Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date