

**PRE-INSPECTION AGREEMENT**

**Subject Property to be Inspected:**

**Inspection Date:**

**Inspection Time:** ( ) AM ( ) PM

**Client(s) Name:**

**Client(s) Present Address:**

**Inspected By:**

**PLEASE READ THIS DOCUMENT AND ATTACHED ADDENDUM(S) CAREFULLY. IT CONTAINS PROVISIONS THAT LIMIT CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. IF YOU HAVE ANY QUESTIONS REGARDING THE TERMS OF THIS PRE-INSPECTION AGREEMENT YOU SHOULD DISCUSS THEM WITH THE INSPECTOR PRIOR TO SIGNING THIS AGREEMENT.**

The Client authorizes the above-identified service provider, hereinafter referred to as "the Company", to provide the following inspection services at the above identified Subject Property, and agrees to pay the price stated to the Company for the performance of the inspection(s) and issuance of the inspection report(s).

\_\_\_\_\_ **ONLY THOSE SERVICES CHECKED OFF WITH A WRITTEN PRICE WILL BE PROVIDED** \_\_\_\_\_

( ) Home Inspection	\$	( ) Termite Inspection	\$
( ) Radon Test	\$	( )	\$

**The total fee for our service(s) is \$** Payment is expected before or at the time of inspection. All expenses incurred in collecting any overdue payments or returned checks are the responsibility of the Client.

**Payment is made by:** ( ) Check No. ( ) Cash / Money Order No. ( ) Credit Card

**REPORT DISTRIBUTION:** The Client controls the distribution of all inspection reports and authorizes the Company to release copies of the report or summary to the following: ( ) CLIENT ( ) CLIENT'S Real Estate Agent Agent's Name

**NOTE: IMPORTANT LIMITATIONS AND EXCLUSIONS OF THIS PRE-INSPECTION AGREEMENT ARE CONTAINED IN THE ATTACHED ADDENDUM ENTITLED *LIMITATIONS AND EXCLUSIONS OF THE HOME INSPECTION AND REPORT*. PLEASE THE READ THE ADDENDUM CAREFULLY. PLEASE FEEL FREE TO ASK ANY QUESTIONS. For all other services provided by the Company, if any, the terms and conditions of such services are contained in the additional attached Agreements and/or Addendums.**

**I have read and agree to each of the terms, conditions, limitations and exclusions of this Pre-Inspection Agreement and the attached addendum(s).**

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Name: \_\_\_\_\_  
Please Print

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Name: \_\_\_\_\_  
Please Print

\_\_\_\_\_  
Inspector's signature Date \_\_\_\_\_

## LIMITATIONS AND EXCLUSIONS OF THE HOME INSPECTION AND REPORT

CLIENT AND COMPANY (Company is also defined to include any and all inspectors who perform the contracted-for inspections as an employee or independent contractor of the Company) agree to the following terms and conditions:

"CHAPTER 411 OF THE KENTUCKY REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE HOME INSPECTOR OF YOUR RESIDENCE. YOU MUST DELIVER TO YOUR HOME INSPECTOR A WRITTEN NOTICE OF ANY CONDITIONS YOU ALLEGE THAT YOUR HOME INSPECTOR FAILED TO INCLUDE IN THE HOME INSPECTION REPORT AND PROVIDE YOUR HOME INSPECTOR THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE HOME INSPECTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT."

1. **Client Attendance and Permission to Access Subject Property:** The Client acknowledges that Client and/or any authorized representative has been encouraged to attend and participate in the inspection and recognizes that failure to do so may result in less than a complete understanding of the findings. The Client further acknowledges that such participation is at the Client's own risk. The Client warrants that permission has been secured for the Company to enter and inspect the Subject Property.

2. **Standards of Practice:** The scope of this inspection is defined and limited by the standards, limitations, exceptions and exclusions as contained in the *Standards of Practice and Code of Ethics of the American Society of Home Inspectors, Inc.*® ("ASHI® SoP"), the provisions of *KRS 198B.700, et. seq, KRS 411.270, et. seq, KRS 413.246, 815 KAR 6:010, et. seq* and this Pre-Inspection Agreement.

3. **Definitions and Purpose of the Inspection:** Home inspection means a visual analysis performed for compensation for the purpose of providing a professional opinion and home inspection report by a licensed home inspector, regarding the condition of a residential dwelling and the dwelling's attached garages and carports, any reasonable accessible installed components, and the operation of the dwelling's systems, including any controls normally operated by the owner of the dwelling, for systems and components in the standards of practice established by the Kentucky Board of Home Inspectors. Home inspection shall not include a code compliance inspection, or an inspection required under the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. secs. 5401 et seq., as amended, and rules and regulations issued thereunder, or *KRS 227.600* regarding manufactured homes. Inspections performed under the *ASHI® SoP* are intended to provide the client with information about the condition of inspected systems and components at the time of the home inspection. Additionally, inspections performed under the *ASHI® SoP* are not technically exhaustive, and are not required to identify or to report: concealed conditions; latent defects; consequential damages; and cosmetic imperfections that do not significantly affect a component's performance or its intended function.

4. **Inspection Report:** The Client and the Company agree that the Company, and its inspector(s), will prepare a written inspection report which shall include the following: (a) a report on any system or component inspected that, in the professional opinion of the inspector, is significantly deficient; (b) the inspector's recommendation to repair or monitor deficiencies reported under paragraph (a) of this subsection; (c) a list of any systems or components that were designated for inspection in the standards of practice adopted by the Kentucky Board of Home Inspectors but that were not inspected; and (d) the reason a system or component listed under paragraph (c) of this subsection was not inspected.

5. **Inspection Exclusions:** The Company **IS NOT REQUIRED TO DETERMINE:** the condition of systems and components that are not readily accessible; the remaining life expectancy of systems and components; the strength, adequacy, effectiveness, and efficiency of systems and components; the causes of conditions and deficiencies; methods, materials, and costs of corrections; future conditions including but not limited to failure of systems and components; the suitability of the Subject Property for specialized uses; compliance of systems and components with past and present requirements and guidelines (including, but not limited to, codes, regulations, laws, ordinances, specifications, installation and maintenance instructions, and use and care guides); the market value of the Subject Property and its marketability; the advisability of purchasing the Subject Property; the presence of plants, animals, and other life forms and substances that may be hazardous or harmful to humans including, but not limited to, wood destroying organisms, molds and mold-like substances; the presence of environmental hazards including, but not limited to, allergens, toxins, carcinogens, electromagnetic radiation, noise, radioactive substances, and contaminants in building materials, soil, water, and air; the effectiveness of systems installed and methods used to control or remove suspected hazardous plants, animals, and environmental hazards; operating costs of systems and components; acoustical properties of systems and components; soil conditions relating to geotechnical or hydrologic specialties; or whether items, materials, conditions and components are subject to recall, controversy, litigation, product liability, and other adverse claims and conditions. The Company **IS NOT REQUIRED TO OFFER OR TO PERFORM:** acts or services contrary to law or to government regulations; architectural, engineering, contracting, or surveying services or to confirm or to evaluate such services performed by others; trades or professional services other than home inspection; or warranties or guarantees. The Company **IS NOT REQUIRED TO OPERATE:** systems and components that are shut down or otherwise inoperable; systems and components that do not respond to normal operating controls; shut-off valves and manual stop valves; or automatic safety controls. The Company **IS NOT REQUIRED TO ENTER:** areas that will, in the professional judgment of the inspector, likely be dangerous to the inspector or to other persons, or to damage the Subject Property or its systems and components; or under-floor crawlspaces and attics that are not readily accessible. The Company **IS NOT REQUIRED TO INSPECT:** underground items including, but not limited to, underground storage tanks and other underground indications of their presence, whether abandoned or active; items that are not installed; installed decorative items; items in areas that are not entered in accordance with the *ASHI® SoP*; detached structures other than garages and carports; common elements and common areas in multi-unit housing, such as condominium properties and cooperative housing; every occurrence of multiple similar components; or outdoor cooking appliances. The Company **IS NOT REQUIRED TO:** perform procedures or operations that will, in the professional judgment of the inspector, likely be dangerous to the inspector or to other persons, or to damage the Subject Property or its systems or components; describe or report on systems and components that are not included in the *ASHI® SoP* and that were not inspected; move personal property, furniture, equipment, plants, soil, snow, ice, and debris; dismantle systems and components, except as explicitly required by the *ASHI® SoP*; reset, reprogram, or otherwise adjust devices, systems, and components affected by inspection required by the *ASHI® SoP*; ignite or extinguish fires, pilot lights, burners, and other open flames that require manual ignition; or probe surfaces that would be damaged or where no deterioration is visible or presumed to exist.

6. **BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY:** Any dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the inspection or the report shall be submitted to final and binding arbitration as conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC. The decision of the arbitrator appointed by Construction Dispute Resolution Services, LLC shall be final and binding and judgment on the decision may be entered in any Court of competent jurisdiction. **NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.**

7. **Disclaimer of Warranty:** The Client understands that the inspection and report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. Additionally, neither the inspection nor the report is a substitute for any real estate transfer disclosures that may be required by law.

8. **Notice of Claims:** The Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. The Client also agrees to allow the Company ten (10) days to come to the Subject Property to inspect and evaluate any condition complained of by the Client to the Company and not to make, or allow others to make, any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency.

9. **Choice of Law:** This Pre-Inspection Agreement shall be governed by Kentucky law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

10. **Systems & Components Not Inspected By Agreement:** The Client and the Company agree that the following systems and/or components of the Subject Property are specifically excluded from the inspection at the request of the Client:

11. **Responsibility for Return Inspections:** The Client understands that if any systems and/or components of the Subject Property cannot be inspected due to unforeseen circumstances during the inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the Subject Property at a later date or time to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the report. If Client desires the Company to return at a later date or time the Client hereby agrees that the Company will charge the Client an additional fee in the amount of \$ \_\_\_\_\_ to conduct the return inspection.

12. **Entire Agreement:** This Pre-Inspection Agreement and any subsequent report issued to the Client by the Company represent the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. The inspection is being performed for the exclusive use and benefit of the Client. The inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

13. **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 to not 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 the Company for different terms and conditions.

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Name: \_\_\_\_\_  
Please Print

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Name: \_\_\_\_\_  
Please Print