



Home Inspection Agreement

Client Name & Phone Number		Phone:
Client Email Address		
Address of Property		
City, State & Zip Code		
Date of Inspection		
Fee for Home Inspection	<input type="checkbox"/> Home Inspection Fee \$ _____	
Date of Payment Received		
Total Payment	\$ _____	

This agreement for a Home Inspection is made this _____ day of _____, 2018, by and between Signature Home Inspections, LLC (hereinafter referred to as "SHI, LLC") and _____ (hereinafter referred to as "CLIENT").

By signing below, the client acknowledges that they have read this agreement and understands its terms and conditions. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows.

Client Initial _____

Date _____



1. **SHI, LLC** agrees to conduct an inspection for the sole purpose of informing the **CLIENT** of significant deficiencies in the condition of the property, subject to the limitations and conditions set forth below. The inspection will be performed in accordance with the Standards adopted by the National Association of Certified Home Inspectors (NACHI). A copy of these standards and exclusions is attached. The written report shall be limited to the following:

- structural components including foundation and framing
- electrical, plumbing, heating and air conditioning systems
- general interior, including ceilings, walls, floors, windows, insulation and ventilation
- general exterior, including wall covering, roof, gutter, chimney, drainage, grading
- condition of major systems
- kitchen, built in appliances

2. **The CLIENT** acknowledges and agrees that the inspection performed by SHI, LLC is not a technically exhaustive inspection and is subject to the limitations set forth below:

- It is understood and agreed that this inspection will only be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection. The inspector is not required to move personal items, debris, furniture, carpeting or similar items which may impede access or limit visibility. To ensure you get the most out of your inspection, please ensure that all openings and areas are free of any personal items.
- Latent and concealed defects and deficiencies are excluded from the inspection.
- Equipment, items, and systems will not be dismantled. Only controls normally operated by the owner of the dwelling will be tested.
- Maintenance and other items may be discussed, but they are not a part of the inspection. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.
- The inspection will be limited to the dwelling and attached garages and carports unless otherwise agreed to in writing by the parties.
- No inspections or reports will be made involving swimming pools, hot tubs, wells, septic systems, security systems, central vacuum systems, water softeners, sprinkler systems, cisterns, fire and safety equipment.
- * A TECHNICALLY EXHAUSTIVE INSPECTION REPORT IS AVAILABLE FOR A MINIMUM FEE OF \$3,500.00. THIS MUST BE ARRANGED BETWEEN THE CLIENT AND SHI, LLC PRIOR TO THE SIGNING OF A CONTRACT. A DIFFERENT CONTRACT WILL BE SENT TO THE CLIENT TO REVIEW IF A TECHNICALLY EXHAUSTIVE INSPECTION IS REQUESTED.

Client Initial _____

Date _____



In addition to the limitations set forth above, SHI, LLC is not required to determine:

- property boundary lines or encroachments;
- the condition of any component or system that is not readily accessible;
- the service life expectancy of any component or system;
- the size, capacity, BTU, performance, or efficiency of any component or system; the cause or reason of any condition; the cause for the need of repair or replacement of any system or component;
- future conditions;
- the presence of flora or evidence of rodents, animals or insects;
- the presence of mold, mildew, fungus or air-borne hazards;
- the air quality;
- the existence of asbestos or other environmental hazards, hazardous waste conditions or the presence of hazardous materials including, but not limited to, the presence of lead in paint; the existence of electro-magnetic fields;
- the existence of any manufacturer recalls or conformance with manufacturer installation or any information included in the consumer protection bulletin;
- the operating costs of systems; replacement or repair cost estimates;
- the acoustical properties of any systems or estimates of how much it will cost to run any given system.

3. The inspection and report performed and prepared pursuant to this agreement are for the sole, confidential and exclusive use and possession of the CLIENT. SHI is forbidden by Kentucky law from disclosing the contents or findings of its reports with third persons without the express written permission of the CLIENT. Neither the report nor any representations made herein are assignable or transferable without the express written permission of SHI, LLC. The CLIENT agrees to indemnify and hold harmless SHI, LLC for all costs, expenses and legal fees incurred and arising out of any legal proceedings brought by any third party who claims to have suffered damages because of reliance upon the representations made in the inspection report prepared pursuant to this agreement

4. **LIMITATION OF LIABILITY**

SHI, LLC assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of SHI, LLC, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to SHI, LLC's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the

Client Initial _____

Date _____



SHI, LLC, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among SHI, LLC and CLIENT, and (iii) to enable SHI, LLC to perform the inspection at the stated fee.

5. EXCLUSION OF WARRANTIES

SHI, LLC's inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

6. MEDIATION AND ARBITRATION

Any dispute concerning the interpretation of this Pre-Inspection Agreement or arising from services and information provided, except for fee payment, shall be resolved in good faith by first attending mediation at a mediator agreed to by the parties. If all parties cannot agree on a mutually satisfactory resolution than all parties agree to settle any remaining disputes by binding arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall select an arbitrator with extensive knowledge of the property inspection industry and who also has in-depth knowledge of the Standards of Practice referenced in this agreement. Property and equipment in dispute must be made accessible for re-inspection during the settlement process. All parties agree to be bound by the arbitrator's final ruling. Any costs and fees related to any dispute arising from the interpretation of this agreement or arising from any services and/or information provided, including fee payment, shall be recoverable by the prevailing party. Such costs and fees include, but are not limited to arbitration, discovery, consultants, expert witnesses and attorneys.

7. NOTICE OF HOME INSPECTION COMPANY'S RIGHT TO CURE:

CHAPTER 411 OF THE KENTUCKY REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAW SUIT 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.

Client Initial _____

Date _____



8. SEVERABILITY

If any portion of this agreement is deemed to be unenforceable, the remainder of the agreement shall remain in full force and effect.

9. DISCLOSURE

CLIENT ACKNOWLEDGES THAT THIS IS A LEGALLY BINDING CONTRACT AND STATES THAT THE CLIENT HAS CAREFULLY READ THE ENTIRE AGREEMENT AND FULLY UNDERSTANDS ALL TERMS AND CONDITIONS THEREIN AND HAS FREELY EXECUTED THIS AGREEMENT WITHOUT ANY PRESSURE FROM ANY OTHER PERSON TO DO SO, AND WITHOUT ANY UNDUE TIME CONSTRAINTS. CLIENT AGREES TO BE BOUND BY ALL TERMS AND PROVISIONS OF THIS AGREEMENT, AND CONFIRMS THAT THERE ARE NO OTHER WRITTEN OR VERBAL AGREEMENTS BETWEEN THE CLIENT AND SHI.

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- Client wishes for this report to be released to: _____
Realtor: **YES / NO**
Customer Initial: _____
 - Client is the current owner of the property and will release this report for information only to the public as a "Pre-Sale Inspection": **YES / NO**
Customer Initial: _____

Client Name

(please print)

(signature)

Acceptance and understanding of this agreement are hereby acknowledged by:

Signature Home Inspections

Inspected By: Austin Grant, C.H.I. Kentucky Home Inspector

License Number: 241925

signaturehomeinspector@gmail.com | 859-625-1434 | www.signaturehomeinspectionsky.com

Client Initial _____

Date _____