

Documents

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Website: www.garrhomeinspections.com

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(502)468-6510
ASHI Member No. 246450
KY Home Inspection License #'s
HI-2029 & HI-2502
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Pre-Inspection Agreement

For and in consideration of the terms of this Agreement for Home Inspection Services the **Inspector** and **Client** agree as follows:

1. "Home Inspection" means a visual analysis for the purpose of providing a professional opinion by a licensed home inspector, of 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 board. 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 USC & 5401 et seq., or KRS 227.600 regarding manufactured homes." KRS 198B.700(5).
2. "Home Inspector" means an individual who performs a "Home Inspection" for compensation.
3. The INSPECTOR agrees to perform a visual inspection of the subject property and to provide the CLIENT with a written report identifying visually observable major deficiencies of the inspected systems and components that exist at the time of inspection. The report will not be a verbal report and the contents expressed in the report supersede any verbal conversations. The report will only be a written report. The written report will include the following systems only:
 - a) STRUCTURAL CONDITION
 - b) GENERAL INTERIOR INCLUDING CEILING, WALLS, WINDOWS, DOORS
 - c) GENERAL EXTERIOR INCLUDING ROOF, GUTTER, CHIMNEY, DRAINAGE & GRADING
 - d) ATTIC & BASEMENT/CRAWL SPACE
 - e) INSULATION AND VENTILATION
 - f) PLUMBING & WATER HEATER
 - g) HEATING & CENTRAL AIR CONDITIONING
 - h) ELECTRICAL
 - i) KITCHEN & APPLIANCES
4. Systems and items which are EXCLUDED from this inspection include, but are not limited to the following: recreational playground facilities, geological and soil conditions, sprinkler systems (fire and lawn), solar systems, water wells below ground septic or drainage systems, pools, spas, saunas, steam rooms, water softeners, solar heating systems, forced air furnace heat exchangers, hard wired smoke detectors, wiring not part of primary electrical distribution systems (including but not limited to: intercoms, cable TV, security systems, audio and computer systems) appliances including portable air conditioning units, odors or noise, any gas leaks, gas appliances, any items considered to be cosmetic. Any comments regarding excluded systems and items are for information only and are not part of the inspection. The presence or absence of pests is excluded from this inspection, except where noted for informational purposes. The CLIENT is urged to contact a reputable and licensed specialist if identification and extermination of excluded pest is desired.
5. The inspection and report will be performed according to the standards of The American Society of Home Inspectors (ASHI), and the terms in this agreement shall have the same meaning given them in the ASHI standards. A copy of the ASHI standards will be provided at the client's request. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of the CLIENT. The INSPECTOR accepts no responsibility for use or misinterpretation by third parties.

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6. The INSPECTOR is not required to move personal property, debris, furniture, equipment, carpeting, or like materials which may impede or limit visibility. Concealed or latent defects are excluded from the inspection. Equipment and systems will not be dismantled. The inspection is not intended to be technically exhaustive, nor is it a compliance inspection for any governmental codes or regulations.
7. The home inspection does not address environmental hazards. The inspection and report do not address, and are not intended to address, the possible presence of, or danger from asbestos, radon gas, lead paint, urea formaldehyde, soil contamination, absence, presence, or condition of buried oil storage tanks, pesticides, mold and mildew, toxic or flammable chemicals, water or airborne related illness or disease, and all other similar or potentially hazardous substances and conditions. The inspection does not include any inspections or determinations for the presence of MOLD. The CLIENT is urged to contact a competent specialist if information, identification or testing of the above is desired.
8. The Inspector is not required to: offer or perform any act or service contrary to law; offer warranties or guarantees of any kind; offer or perform engineering, architectural, plumbing, or any other job function requiring an occupational license; perform additional inspections beyond those within the scope of the comprehensive inspection; calculate the strength, adequacy, or efficiency of any system or component; enter any area or perform any procedure which may damage the Property or components or be dangerous to the inspector or other persons; operate any system or components which is shut down or otherwise inoperable; operate any system or component which does not respond to normal operating controls; disturb insulation, move personal items, furniture, wall coverings, carpets and area rugs, equipment, plant life, soil, snow, ice, or debris which obstructs access or visibility, predict future conditions, including but not limited to failure of components; project operating costs of components; evaluate acoustical characteristics of any system or component, operate any built-in appliance. Outdoor temperature may prevent the inspection and operation of the heating/cooling systems and may not disclose defects evident only during operation. We do not report manufacturers' recalls.
9. NEITHER THE INSPECTION NOR THE INSPECTION REPORT IS A WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY INSPECTED STRUCTURE, SYSTEM OR ITEM. CLIENT ACKNOWLEDGES THAT CONDITION IN INSPECTED STRUCTURE, SYSTEM OR ITEM, IS SUBJECT TO CHANGE AFTER REPORT IS ISSUED. THE INSPECTION AND REPORT ARE NOT INTENDED TO REFLECT THE VALUE OF THE PREMISES, OR TO MAKE ANY REPRESENTATION AS TO THE ADVISABILITY OR INADVISABILITY OF PURCHASE OR SUITABILITY OF USE. THE INSPECTION AND REPORT ARE ONLY INTENDED TO EXPRESS THE OPINION OF THE INSPECTOR BASED ON A VISIBLE INSPECTION OF ACCESSIBLE PORTIONS OF STRUCTURE, SYSTEMS AND ITEMS OF EXISTING CONDITIONS, AT THE TIME OF INSPECTION.
10. This is not a code inspection, compliance or non-compliance with applicable regulatory requirements. The Inspector is not required to report on: Life expectancy of any component or system; the methods, materials or costs of repairs; the suitability of the property for any use; compliance or non-compliance with applicable regulatory requirements; the market value or its marketability of the property; the advisability or inadvisability of purchasing the property; any component or system which was not observed; the presence or absence of pests, such as wood damaging organisms, rodents or insects; mold, mildew; cosmetic conditions, underground items, or items not permanently installed; any item, component/system/appliance that may have been recalled by the manufacturer for any reason.

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11. **411.278 Notice of home inspector's right to cure before commencement of**

litigation. Kentucky law requires that you give notice to the Home Inspector and the Home Inspector has the right to cure problems before any action can be taken. The statute also requires that the Home Inspector include the following notice as part of the Pre-Inspection Agreement. The notice required by this section is as follows:

"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."

12. The Client agrees to binding arbitration in accordance with the terms and conditions of this Agreement. Any complaints concerning this inspection, compliance with the Standards of Practice, or breach of this Agreement must be presented to the Inspector. The Client agrees to abide by KRS 417.050 and KRS 417.060 that specifically provides that a written agreement to submit any controversy to arbitration is "valid, enforceable and irrevocable".
13. The parties agree that the maximum liability for the Inspector arising from the failure to perform any of the obligations stated in this agreement is limited to an amount **NOT TO EXCEED THE FEE PAID FOR THE INSPECTION.**
14. In the event the CLIENT files suit against the INSPECTOR and/or its representative, the CLIENT agrees to pay for all of the INSPECTOR'S legal fees, costs of expert witnesses, court costs, costs of depositions and all other such expenses incurred by the INSPECTOR if the CLIENT fails to prevail in the lawsuit.
15. This report is prepared exclusively for the CLIENT(s) named and is not transferable to anyone in any form. CLIENT(s) gives the permission for the INSPECTOR to discuss the report findings with the real estate agents, specialists or repair persons for the sake of clarification.
16. The inspection report is not intended for use by anyone other than the Client. No third party shall have the right arising from this contract or the Inspection Report. In consideration of the furnishings of the Inspection Report to parties requested by the Client, the Client agrees to indemnify and hold harmless the Inspector for all costs, expenses, legal fees, awards, settlements, and judgments in any legal proceeding brought by any third party who claims the he/she relied on representations made in such Inspection Report and was damaged thereby. Client's request that Home Inspector release copies of the Inspection Report shall be at Client's risk with respect to the contents of this paragraph.

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17. The Inspection Report shall be the final exclusive findings of the Home Inspection Company. Client understands and agrees that they will not rely on any oral statements made by the Home Inspector prior to the issuance of the written report. Client further understands and agrees that the Home Inspection Company reserves the right to modify the Inspection Report for a period prior to the final issuance to the Client. Revisions may be completed to the Home Inspection Report by the Home Inspector if the report is submitted to the Client within 48 hours of the original Home Inspection Report submission to the Client.
18. Radon is a naturally occurring, colorless, tasteless and odorless radioactive gas produced by the normal decay of uranium and radium in the soil. As a result, virtually all houses have some level of radon. The adverse health effects associated with radon are caused by radioactive particles being trapped in the lungs when you breathe. The only way to know if your home has a radon problem is to have it tested. The Inspector only provides radon testing services when requested by the Client or Client representative. The Client agrees to hold harmless the Inspector in the event subsequent matters arise by reason of the presence of radon gas.
19. Often, after an inspection, repairs are made to some conditions shown in the written report. On request, the Home Inspector will complete a re-inspection for agreed upon fees. If a re-inspection is conducted, the inspection will be a visual, non-invasive, inspection of the repair and the Home Inspector is not responsible for providing any expressed or implied warranties, whether to the serviceability of the repairs, or the quality of the materials or labor used to repair or replace those items requiring re-inspection.
20. Payment is due upon completion of the on-site inspection.
21. This agreement represents the entire agreement between the INSPECTOR and the CLIENT. No change or modification shall be enforceable against either party unless such change or modification is in writing and signed by all parties. This agreement shall be binding and enforceable by the parties, and their heirs, executors, administrators, successors, and assigns. Reading and acknowledging this form either verbally, in writing, or on-line is legally binding.
22. Client understands and agrees that if they are not present at the time of the inspection and did not sign the Pre-Inspection Agreement you, by accepting, paying for, and/or using the Inspection Report you acknowledge and agree to be bound by the terms and conditions of the Pre-Inspection Agreement and further agree that the Pre-Inspection Agreement shall form a part of the Inspection Report.
23. The inspector shall not be liable for any of the disclosed defects in this inspection report. It is highly recommended and is the sole responsibility of the client to contact additional contractors to determine further actions related to evaluation and correction of the disclosed defects. The home inspection is a visual report of the defects noted on the exact day of the inspection. Additional details related to the visual defects noted during the inspection may arise upon further investigation by a qualified or licensed contractor. The inspector shall not be held liable for any details related to further investigations performed by such contractors.