



Date: _____

Client: _____

Property Address: _____

City/State/Zip: _____

Phone #: _____

PAYMENT RECORD/INVOICE

Inspection(s): [] General Home [] Termite [] Radon [] Septic [] Mold [] Other: _____ Total Fees Due:\$ _____

CC#: _____ Exp. _____

Payment Type: Check/MO Cash MC/Visa/Discover

CAREFULLY REVIEW THIS CONTRACT, STOP THE WORK & HAVE YOUR ATTORNEY REVIEW IT IF YOU WISH.

This agreement is intended to set forth the terms by and between InspectorUSA, Inc. (Consultant) and the above listed Client(s) for an inspection and report on the above listed property. The Client(s) expressly understands that the Consultants inspections are based upon the Standards of Practice of the National Association of Certified Home Inspectors, Inc. (NACHI). These standards and any other limitations or disclaimers found throughout this report are hereby made part of this contract.

Initials: _____

The Client(s) further understand that *the inspection provided is essentially visual, and is not technically exhaustive, and does not imply that every defect will be discovered. The inspection covers only the listed items in determining whether these items are performing their intended function at the time of inspection.*

Initials: _____

Not included or covered in the inspection unless otherwise noted are the evaluation of air or water quality, the presence or absence of any environmentally hazardous materials including mold or compliance with any past, present or future governmental codes or regulations, and this inspection is not a wood destroying organism report. Should any of the above-mentioned additional services be contracted for the Client(s) expressly understand that they carry the standard contract limitations as laid out in this agreement.

Initials: _____

EXCLUSIONS & LIMITATIONS

- The inspection and report excludes and does not intend to cover any and all components, items and conditions that by the nature of their location are concealed, otherwise difficult to inspect or in the opinion of the inspector, the inspection of which would be hazardous to the parties involved or the system itself. Initials: _____
- The inspection report excludes and does not intend to cover any swimming pool, tennis court, playground equipment, or other recreational or leisure appliance. Also excluded are all conditions considered cosmetic or janitorial in nature. Initials: _____
- The inspection and report are furnished on a **"PROFESSIONAL OPINION ONLY"** basis. IN SPITE OF OUR BEST EFFORTS, SOME DEFECTS WILL NOT BE REPORTED. THE CONSULTANT ASSUMES NO LIABILITY FOR THE COST FOR REPAIR OR REPLACEMENT OF ANY UNREPORTED DEFECTS OR CONDITIONS. The Client(s) understand and accepts that the inspection and report carry a maximum liability for mistakes, errors, or omissions of an amount not to exceed the amount originally paid by the Client(s) for the inspection (or to that outlined in the additional *Inspection guarantee/warranty documentation if provided by the consultant*). Initials: _____
- THE INSPECTION AND REPORT IS NOT INTENDED OR TO BE CONSIDERED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE, REGARDING THE CONDITIONS OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED UPON AS SUCH.** Initials: _____
- The Consultant assumes no liability and shall not be liable for any consequential damages, bodily injury, third party injury/damage or property damage of any nature. Initials: _____
- The Inspection and report is not intended to reflect the value of the premises, nor to make any representation as to the advisability or inadvisability of purchase. This report is made for the exclusive use of the above listed client. Any copying or distribution to third parties without the express written permission of the Consultant is prohibited. The Consultant accepts no liability for third party claims. Initials: _____
- The inspection and report is based solely on the observations of the conditions that existed at the time of the Inspection and are provided for the named Client only. No reproduction, transfer or sale of this report is permitted without written permission of the Consultant. Initials: _____
- The Client(s) expressly understand that the Consultant recommends the purchase of an additional limited home warranty that provides additional protection against future breakdown of many of the major systems. Initials: _____
- The Client(s) and Consultant hereby agree to submit any dispute, controversy or claim (except payment of fee) arising out of or relating to this agreement or the breach thereof to final and binding arbitration under the arbitration rules of the Construction Arbitration Services, Inc. and use the Standards of Practice before mentioned as the gauge. The decision of the Arbitrator**

appointed thereunder shall be final and binding and judgment on the award may be entered in any Court of competent jurisdiction.

Initials: _____

- The Client(s) agree to notify the Consultant in writing (or by phone in case of emergency) of any items in question and to allow the inspector access to the property to evaluate these items before any corrective action is taken. The Client(s) agree and understand that failure to make immediate written notification of these items to the Consultant is a material breach of this agreement and voids any guarantee and relieves the Consultant of any and all liability. Initials: _____
- It is further agreed that if the Client(s) make a claim against the Consultant for any alleged error, omission or other act arising out of this work and FAIL to prove such claim they will pay any and all attorney's fees, arbitrator's fees, legal expenses and costs incurred by the Consultant in the defense of the claim. The parties also agree that no action may be brought to recover damages against the Consultant more than six (6) months after delivery of the Consultant's report to the Client or more than six (6) months after the Client became aware or should have been aware that a defect existed. Initials: _____
- It is not the responsibility of the inspector to communicate to the seller/occupant any requests that personal belongings be moved or for systems to be made accessible. Also systems that cannot be tested due to weather conditions, being shutdown or inaccessible will be noted in the report. Return visits to re-inspect non-working, inaccessible or not inspected components are subject to a \$75.00 return trip fee. Initials: _____
- It is the expressed and deliberate intent of the Client whose signature appears below to bind all parties with any present or future interest in the subject property to the terms of this agreement. Initials: _____

HOME INSPECTION SCOPE

General Home Inspection

For the purpose of this agreement a General Home Inspection is defined as a visual examination and status report of the items listed throughout the report to screen the property for **"major & minor defects"**. **For the purpose of this report a "major defect" is defined as an item or group of items that may, in the opinion of the inspector, cost \$500 or more to remedy or items that may be considered mortally hazardous to the client should they occupy the property. "Minor Defects" are defined as items that may cost \$100 or more to remedy. Any items falling under this amount (in the opinion of the inspector) whether reported on or not are considered home owner general maintenance and are the sole responsibility of the client to remedy.** The reporting of apparent defects (not cosmetic related problems) that require corrective action is limited to the following categories: 1) structure; 2) unsafe or hazardous conditions; 3) inoperative systems or appliances. Initials: _____

ADDITIONAL SERVICES OFFERED BY COMPANY

Company offers and makes available additional services that include but are not limited to radon testing, mold testing, septic testing, termite and pest control, moisture control services and home inventory services. Client understands they are not obligated to purchase such extra services from the Company and have the right to obtain competitive bids on such services.

PERMISSION TO RELEASE REPORT INFORMATION TO THIRD PARTIES

Client(s) hereby grants permission for Company to release report information concerning the inspection of the subject property to the following third parties:

IMPORTANT NOTICE TO OUR CLIENTS:

"CHAPTER 411 OF THE KENTUCKY REVISED STATUTES CONTAIN IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE LEGAL ACTION FOR A DEFECTIVE INSPECTION 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 LEGAL ACTION."

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY BOTH PARTIES.

I have read, understand, and agree to be bound by the terms of this contract, or have renegotiated them in writing to my satisfaction. I understand that I am under no obligation to go forward until I execute this agreement. In addition I am also aware that this agreement contains a limitation of liability and Arbitration Clause that are legally binding on both parties. I understand that the authorization of this inspection constitutes acceptance of this agreement in full as well as acceptance of responsibility for the fee specified above.

Client Signature(s) _____ Date _____

Client Signature(s) _____ Date _____

D. Michael Green-KY Licensed Home Inspector #HI-2003 Date _____

Tara L. Green-KY Licensed Home Inspector #HI-2004 Date _____