

PRE-INSPECTION NOTICE AND AGREEMENT



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THIS AGREEMENT LIMITS OUR LIABILITY - PLEASE READ IT CAREFULLY

PURPOSE

I, (hereafter referred to as "CLIENT"), engages **Pinnacle Property Inspections** (hereafter referred to as "COMPANY") to conduct a **NON-INVASIVE, LIMITED, VISUAL** total inspection and provide a written home inspection report. The purpose of the inspection is to identify and inform CLIENT of visually observable material defects and deficiencies of the residence and/or other mutually agreed upon building(s) and readily accessible systems and components contained therein, subject to the **Standards of Practice and Code of Ethics** as set forth by the **American Society of Home Inspectors, Inc. (ASHI)**, and subject to the **LIMITATION OF CLAIM** as contained herein. The inspection and report are performed and prepared for the CLIENT'S sole, confidential, and exclusive use. CLIENT agrees to all terms of this agreement for both initial inspections, and any future re-inspection.

OUTSIDE THE SCOPE OF THE INSPECTION

Any areas which are concealed and not exposed to view, or are inaccessible due to cover by soil, walls and/ or wall coverings, floors and/or floor coverings, ceilings, furniture, personal property, and/or any other barriers whether permanent or movable, are not included in this inspection. This inspection excludes destructive testing or dismantling, and shall follow the **STANDARDS OF PRACTICE AND CODE OF ETHICS** as set forth by the **American Society of Home Inspectors, Inc. (ASHI)**. The CLIENT understands there is inherent risk in the purchase of real property and agrees to hold COMPANY harmless for any condition which is concealed from view at the time of the inspection, or considered outside the scope of this inspection.

The inspection is **NOT** a compliance inspection for any government codes, regulations or to substantiate insurability.

LIMITATION OF CLAIM

In the event that COMPANY is found to be liable to CLIENT any acts including errors or omissions which are related to the home inspection or the home inspection report, then the aggregate for any claim made against the inspector or the COMPANY shall not exceed \$2,000, as set forth and agreed to by CLIENT signature found within this form. In the event that the COMPANY is found to be liable to CLIENT from any other cause or causes of action not covered by the Kansas Consumer Protection Act, (including, but not limited to, breach of contract or warranty, violations of the Kansas Consumer Protection Act, or any other common law theory or statutory violation or claim alleged or found not to be covered by the ACT), then the liability of COMPANY is limited to a sum equal to the inspection fee paid by CLIENT for the base inspection. If requested by CLIENT, COMPANY will assume a greater liability, but only for an additional charge to be agreed upon by CLIENT and COMPANY. If COMPANY and CLIENT so agree, it will be defined in a separate written and signed document.

ALTERNATIVE DISPUTE RESOLUTION

Any dispute, controversy, interpretation, or claim of any kind arising out of, from, or related to the inspection, this agreement, written inspection report, or the services provided in relation to this agreement shall be submitted to **ARBITRATION** prior to filing any action. In the event the parties cannot mutually agree upon the selection of an arbitrator, the parties agree that the Kansas Association of Real Estate Inspectors shall select the arbitrator. The arbitrator's fees shall be borne solely by the CLIENT listed within this agreement.

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THE FOLLOWING ARE CONSIDERED OUTSIDE THE SCOPE OF THIS INSPECTION

(This list is not all-inclusive)

Concealed or latent defects, building code or zoning violations; engineering analysis; **termites or other wood destroying insects or organisms (including fungi) and their possible related concealed damage, unless agreed to within this contract;** asbestos; lead, including lead paint; **radon, unless agreed to within this contract;** biological and environmental contaminations, including mold; formaldehyde; water or air quality; electromagnetic radiation; property value appraisal; repair cost estimates; detached buildings; pools and spas; underground piping, storage, and mechanical devices; private water or sewage systems; saunas and steam baths and their related fixtures and equipment; sprinkler system timers and other timed devices; water softener and purifier systems; solar heating systems; alarm systems; low voltage systems; kitchen type appliances; furnace heat exchangers; adequacy or efficiency of any system or component; prediction of life expectancy of any system or component; etc.

NOTE: At the discretion of the inspector probing may be conducted to determine the condition or soundness of a surface or material.

WITHIN THE SCOPE OF THE INSPECTION

The inspection and its corresponding written report are based upon a limited visual inspection of the general systems and components of the home and/or other agreed upon buildings to identify systems or components listed in the report as they exist at the time of inspection which, in the opinion of the inspector, are materially defective and in need of major repair or further investigation. The scope of the inspection is limited to the items listed within the report pages. It is understood and agreed that the home inspection is limited to a visual examination of three (3) or more of the following readily accessible systems and components (exceptions will be noted in the inspection report):

Heating Systems, Cooling Systems, Electrical Systems, Plumbing Systems including Draining, Foundation, Roof Coverings, Exterior and Interior Components, and Structural Components.

GOVERNING LAW, SEVERABILITY & ENTIRE AGREEMENT

Should any court or arbitrator determine and declare that any portion of this agreement is void or unenforceable, the remaining provisions and portions shall remain in full force and effect. This agreement contains the entire agreement between the parties and it supersedes any previous oral or written agreement. No other representations, promises, statements or assertions have been made by the parties, and no statements or promises have been relied on by either absent the provisions set forth herein.

PLEASE COMPLETE THE FOLLOWING

Client Name:
Property Address:
City/State/Zip:
Email:
Phone:

INSPECTION FEE SCHEDULE

Complete Whole Home Inspections:

Homes up to 3999sf.....\$400.00
Homes 4000 – 5000sf.....\$500.00
Homes over 5000sf.....Per Bid

Termite Inspections:

With Whole Home Inspection.....\$75.00
Without Whole Home Inspection.....\$125.00

Radon Testing:

Continuous monitor with inspection.....Per Bid
Continuous monitor without inspection.....\$175.00

All Fees Based Upon Total Finished Square Footage

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NOT A WARRANTY

This is not a home warranty, guarantee, insurance policy, or substitute for a Seller's real estate disclosure. Home warranties are available through several insurers and may be purchased through most real estate agents.

Client acknowledges that the condition of the inspected structure, system or item is subject to change after the report has been issued. The inspection and report are not intended to reflect the value of the premises and make no representation as to the advisability or inadvisability of purchase or suitability of use, NOR IS IT A GUARANTEE THAT THE HOME IS FREE FROM ALL DEFECTS.

NOTICE OF CLAIM

CLIENT shall provide COMPANY with a written notice of a claim for damages within ten (10) days of the date of the CLIENT'S discovery. CLIENT further agrees to allow COMPANY the opportunity to re-inspect the subject property prior to any remedial measures or repairs, with the exception of emergency circumstances.

Payment is due at the time of the inspection.

PLEASE SIGN AND DATE BELOW

I have read and understand the terms of this contract and agree fully to its conditions and limitations.

CLIENT _____