

PRE-INSPECTION AND AGREEMENT

(READ CAREFULLY)

PURPOSE

CLIENT engages Home Inspections @ 316 LLC to conduct **NON-INVASIVE LIMITED VISUAL EXAMINATION** and provide an inspection report. The purpose on the inspection is to inform the **CLIENT** of visually observable material defects and the property and its readily accessible systems and components, subject to the **LIMITATION OF CLAIM** contained herein. The inspection and report are performed and prepared for the **CLIENT'S** sole, confidential and exclusive use and possession. **CLIENT** agrees that **CLIENT** is bound by the terms of this Agreement.

SCOPE OF INSPECTION

It is understood and agreed that this inspection will be of **READLIY ACCESSIBLE** areas of the property and is limited to visual observations of apparent conditions existing only at the time of inspection. The inspection is limited to the following readily accessible systems and components:

- *Heating
- *Plumbing
- *Cooling
- *Electrical
- *Foundation
- *Structure
- *Roofing
- *Interior
- *Exterior

The inspector is a certified member of The American Society of Home Inspector (ASHI). The inspection will be performed in compliance with the standards of practice of ASHI. The scope of the inspection is limited to the items listed above and within the report pages.

OUTSIDE THE SCOPE OF THIS INSPECTION

Latent and concealed defects and deficiencies are excluded from the inspection. Equipment, items and systems will not be dismantled and destructive testing will not be conducted. Any area which is not exposed to view, is concealed, or is inaccessible because of snow, ice, soil, walls, wall coverings, floor coverings, ceilings, furniture, personal property, or other barriers whether permanent or movable, is not included in this inspection. Additionally, any areas or items not specifically listed above or within the report pages are outside the scope of the inspection. **CLIENT** agrees to assume all the risk for all conditions which are concealed from the view at the time of the inspection, or considered outside the scope 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 does not include an examination for the conditions and operation of water softeners & purifiers, septic systems, swimming pools & spas, telephones, security & fire protection systems. This is not an inspection to determine the presence of wood-destroying organism or pests. The inspection does not address the possible presence of or danger from potentially harmful substances and environmental hazards, including but not limited to fungi, mold, mildew, bacteria, asbestos, radon gas, lead-based paint, urea formaldehyde, air quality, toxic or flammable chemicals, and water quality.

DISCLAIMER OF WARRANTY

It is understood and agreed that **Home Inspections @ 316 LLC**, is not an insurer and that the inspection and report are not a real estate disclosure, guarantee or warranty of the adequacy, performance, or condition of any structure, item, or system at the property.

NOTICE OF CLAIM

CLIENT shall provide **Home Inspections @ 316 LLC** with a written notice of a claim for damages within ten (10) business 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 conditions.

STATUTE OF LIMITATIONS

CLIENT acknowledges that any action to recover damages for any act, error or omissions by **Home Inspections @ 316 LLC** relating to the inspection or the inspection report must be brought not more that twelve (12) months from the date of the inspection.



Date: _____ Time: _____ Job # _____

Client: _____

Inspection Address: _____

Email: _____

Estimated Fee: _____

LIMITATIONS OF CLAIM

In the event that **Home Inspections @ 316 LLC** is found to be liable to **CLIENT** for any acts including errors or omissions which are related to the inspection or the inspection report, then the total aggregate for any claim made against the inspector or **Home Inspection @ 316 LLC** shall not exceed the inspection fee paid by **CLIENT**.

MEDIATION

Any dispute, controversy, interpretation, or claim of any kind arising out of, from, or related to the inspection, this Agreement, or the inspection report shall be submitted to mediation prior to filing any action. In the event the parties cannot mutually agree upon the selection of a mediator, the parties that the Midwest Pro-ASHI Chapter of the American Society of Home Inspectors shall select the mediator. The mediator's fees shall be borne equally by the parties.

GOVERNING LAW, SEVERABILITY & ENTIRE AGREEMENT

Should any court or arbitrator determine and declare that any portion of this Agreement is void, voidable 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.

I AGREE

By signing below, I acknowledge that I received this Notice and Agreement prior to the start of the home inspection, that I have been given appropriate time to read this Agreement and that I have read, understand and agree to the terms and conditions contained herein.

X _____

Home Inspections @ 316 LLC
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