

Home Inspection Agreement

Client: _____ Date: _____ Phone: _____ Inspection Address: _____ _____ Current Address: _____ _____ Email: _____	This Inspection Agreement is intended to be a legally binding contract. Please read it carefully. Bill to closing: The Client acknowledges, in the event that the property on which the inspection was performed does not close, for any reason, the Client agrees to pay the Inspection Company the total amount of the services as stated in the Inspection Report.
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The Client (named above) hereby requests a generalists limited visual inspection, herein to be referred to as the "Inspection", of the primary building(s) (house and garage) at the above inspection address to be conducted by Block Home Inspections LLC, herein to be referred to as the "Inspection Company" and Client hereby represents and warrants that all approvals necessary have been secured for Inspection Company's entrance of to the property.

Client warrants: (a) they have read the following agreement carefully, (b) they understand they are bound by all the terms of this contract, and (c) they will read the entire inspection report when received and promptly call the Inspection Company with any questions they may have.

Preliminary Generalist Visual Inspection: The Client understands and agrees that the Inspection Company is a generalist, knowledgeable in a variety of areas, but is not an expert in any specific home components or systems. The Inspection to be performed does not involve the dismantling or moving of any object, equipment, system or portion of the premises. Latent and concealed defects and deficiencies are excluded from this Inspection. The Inspection Company shall have no liability for conditions, which are concealed from view or inaccessible to the Inspection Company at the time of the Inspection. The Inspection and the home inspection report therein is not a warranty, guarantee, insurance policy, or substitute for a real estate transfer disclosure. The Client should not expect the Inspection Company to find every problem that exists or ever could exist, but only that the Inspection Company will report deficiencies the Inspection Company both observed and deemed a significant material defect. The inspection report identifies the general conditions affecting the subject property on the day of the inspection only. The Inspection Company shall have no liability if the Client fails to consult specialized experts or contractors.

Confidentiality of Report: Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. Client agrees that they will not transfer or disclose any part of the inspection report to any other person with they exceptions ONLY. (a) one copy may be provided to the current seller(s) of the property but only upon the express condition that the sellers(s) covenant to use the inspection report only in connection with Client's transaction, and agree not to transfer or disclose the report to any persons other than their real estate agent, and (b) one copy may be provided to the real estate representing the Client and/or a bank or other lender for use in Client(s) transaction only. Client agrees to indemnify, defend and hold harmless Inspection Company from any third party claims relating to this inspection or inspection report.

Standards of Practice: Inspection Company agrees to perform the generalist limited visual inspection of the residential structure at the above mentioned address and to provide Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies as they exist at the time of the inspection. The inspection will be performed in a manner consistent with the Kansas Home Inspection Standards of Practice and Code of Ethics. A copy of these Standards are provided to the Client.

Conditions Outside the Scope of the Inspection: The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any areas which are not exposed to view, are concealed, are inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or any other thing, or those areas/items which have been excluded by the ASHI Standards of Practice and/or by agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exists in any areas excluded from inspection by the terms of this agreement. Maintenance and other items may be discussed but will NOT be a formal part of the inspection. The following areas/items, systems and components are among those NOT included in the inspection: Code or zoning violations, permit research, easements, rights of way, boundaries, condition of title, previous use, occupancy designation or compliance with manufacturer's specifications. Obtaining or reviewing information from any third parties including but not limited to sellers, occupants, sewage systems or related equipment such as wells, septic systems, sewage pumps, water softeners,

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water purification systems, etc. Swimming pools, hot tubs, spas, waterfalls, ponds, fountains, saunas, steam baths, or similar fixtures and related equipment. Building or property measurements, value appraisal and costs for corrective work. Electrical load calculations, testing of gas and water shutoff valves and testing for gas leaks. Latent defects or predictions of the life expectancy of components or systems. Window-mounted or wall-mounted air conditioners or gas-powered air conditioners. Detached ancillary buildings. Gas and electric appliances such as fire pits, barbecues. Systems, structures or components which are not permanently installed. Advisability of purchase. Cosmetic finishes and conditions, landscaping and foliage. Fire sprinklers, landscaping sprinklers. Items specifically noted as excluded or items not specifically identified in the written report. Technically exhaustive inspections, evaluations or tests of any type. Notifications of product recalls, defects, or similar notices.

Waiver of Statute of Limitations: An action to recover damages for any act or omission of the Inspection Company relating to the Inspection or home inspection report must be brought not more than 12 months from the date the home inspection was performed and may be initiated only by the Client for which the home inspection was conducted.

The written report to be prepared by the Inspection Company shall be considered the final exclusive findings of the Inspection Company of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspection Company prior to the issuance of the written report. Client further understands and agrees the Inspection Company reserves the right to modify the inspection report for a period of time that shall not exceed forty eight (48) hours after the inspection report has first been delivered to the Client.

Dispute Resolution: Client understands and agrees that any claim arising out of or related to any act or omission of the Inspection Company in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to the Inspection Company within ten (10) business days of discovery. Client further agrees to allow Inspection Company to reinspect the claimed discrepancy, with the exception of emergency conditions, before Client or Client's agents, employees or independent contractors repairs, replaces, alters or modifies the claimed discrepancy. Client understands and agrees that any failure to notify Inspection Company as stated above shall constitute a waiver of any and all claims Client may have against Inspection Company.

Arbitration: Any dispute, controversy, interpretation or claim including claims for, but not limited to breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the rules and procedures of the American Arbitration Association. The decision of the arbitrator appointed thereunder shall be final and binding and judgement of the Award may be entered in any court of competent jurisdiction.

Kitchen-Type Appliances: The standards of practice exclude the examination of the conditions and operation of the kitchen-type appliances and therefore are not within the scope of this inspection and will not be formally inspected. The Client agrees and understands that the Inspection Company assumes no liability or responsibility for the costs of repairing or replacing any defects or deficiencies or any property damage or bodily injury of any nature related to the kitchen-type appliances.

Attorney's Fees: The prevailing party in any dispute arising out of this agreement, the inspection, or inspection report shall be awarded all attorney's fees, arbitrator fees and other related costs.

Limitation of Liability: It is understood and agreed by and between the parties hereto that the Inspection Company is not an insurer and because of the limited nature of this inspection, the inspection cannot be expected to uncover all defects or deficiencies within the structure and that it is impractical and extremely difficult to fix the actual damages, if any, which may result from failure to perform such services. Thus, Client and Inspection Company agree that in the event that the Inspection Company breaches its obligation or duty to perform such service and Client is thereby damaged, then the liability of the Inspection Company (including it's officers, agents and employees) shall be limited to fee paid by Client to Inspection Company for the inspection services.

Client understands and agrees that if they are not present at the time of the inspection and therefore does not sign this Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by Client and payment therefore will constitute acceptance of the terms and conditions of this Agreement.

Severability: If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between parties.

This agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

I have read, understand and agree to all the terms and conditions of this contract.

CLIENT(S): _____ Date: _____

CLIENT(S): _____ Date: _____

INSPECTOR: _____ Date: _____