



INSPECTION AGREEMENT

Inspector's Name: Greg Jones Professional Member # KY Lic #2018 - ASHI #207797

Company: Greg Jones Home Inspections & Associates, LLC

Address: 6029 Clearwater Circle, Louisville, KY 40219

Telephone: 502-429-9379 Fax: 502-964-8879 E-mail: service@gregjoneshi.com

**THIS INSPECTION AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT.
PLEASE READ IT CAREFULLY.**

Client Name(s): Report #:

Property Address:

Agreed Base Inspection Fee: \$ Add'l Fee For: \$

Add'l Fee For: \$ Add'l Fee For: \$

Add'l Fee For: \$ subcontractor

Discount For: \$() TOTAL INSPECTION FEES: \$

- Client requests a limited visual inspection of the structure identified at the above address by the listed inspector of the above company, herein after collectively referred as the "Company" and Client hereby represents and warrants that all approvals necessary have been secured for Company's entrance on 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 Company with any questions they may have.
- Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. Client agrees to indemnify, defend and hold harmless the Company from any third party claims relating to this inspection or inspection report.
- Company agrees to perform a limited visual inspection of the structure at the above 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 inspection. The inspection will be performed in a manner consistent with the standards of the American Society of Home Inspectors (ASHI). A copy of these Standards can be viewed at www.ashi.org.

- The inspection only includes those systems and components expressly identified in the inspection report. Any areas which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or any other thing, or those areas/items which have been excluded by the ASHI standards 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 area excluded from inspection by the terms of this agreement. Maintenance and other items may be discussed but will NOT form a part of the inspection report. The following areas/items, systems and components are among those NOT included in the inspection:
 - Code or zoning violations
 - System or component installation
 - Permit Research
 - Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing
 - Termites or other wood destroying insects, rodents or other pests, dry-rot or fungus
 - Latent or concealed defects
 - Irrigation systems and landscape lighting

- Asbestos, radon gas (unless otherwise listed as an additional service), lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites or other environmental or health hazards.
- Private water or sewage systems
- Pools, spas, hot tubs, saunas, steam baths, fountains or other types of or related systems and components
- Repair cost estimates
- Building value appraisal
- Radio controlled devices
- Automatic gates
- Elevators, lifts, dumbwaiters
- Thermostatic or time clock controls
- Water softeners or purifiers
- Radiant heat systems
- Furnace heat exchanger
- Solar heating systems
- Gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks
- Odors or noise
- Seismic safety
- Freestanding appliances
- Security or fire safety systems
- Personal property
- Any adverse condition that may affect desirability of the property
- Proximity to railroad tracks or airplane routes
- Boundaries, easements or rights of way
- Unique/technically complex systems or components
- System or component life expectancy
- Adequacy or efficiency of any system or component
- Items specifically noted as excluded in the inspection report.

If inspection is desired of any of the areas/items, systems or components listed above, then appropriate professionals shall be called. As a convenience and in order to expedite the inspection process, we may subcontract these services at your request. When this is done, it will be disclosed on the first page of the agreement as "sub-contracted." The costs for these services are included in the total fee payable to GJHI as a convenience only. We assume no responsibility for errors and omissions or negligence by the independent contractors. Disputes related to sub-contracted services must be settled direct with that contractor.

The written report to be prepared by Company shall be considered the final exclusive findings of the Company of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the issuance of the written report. Client further understands and agrees 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 been delivered to the client.

Client understands and agrees that any claim arising out of or related to any act or omission of Company in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to Company within ten (10) business days of discovery. Client further agrees to allow Company to re-inspect the claimed discrepancy, with 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 Company as stated above shall constitute a waiver of any and all claims Client may have against Company.

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. 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.

Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability of fitness for a particular purpose, expresses or implied, or insurance policy *nor is it a substitute for the real estate disclosures which may be required by law.* The written report will not substitute for the clients's presence during the inspection. It is impossible to fully describe any building in a written report. The Client is urged to attend the inspection and by failing to do so loses the opportunity to learn important information about the condition of the property.

Statutory Notice: Chapter 411 of Kentucky Revised Statutes contains important requirements you must follow before you may file a lawsuit against a home inspector: "You must deliver to your home inspector a written notice of any conditions you allege 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."

The purpose of this inspection is to provide you with a better understanding of the property's condition at the time of inspection. This inspection cannot completely assess all risks, flaws, occurrences or make assurances. Our liability is limited to \$500 even if there is a mistake in the inspection.

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 the parties.

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

Date:

Email Address:

Signature of Client: _____