



470 Ed Pile Road
Bardstown, KY 40004
(502) 827-9100

INSPECTION SERVICES AGREEMENT

Kline Home Inspection, LLC (“the Inspector”) agrees to conduct a visual inspection of the subject property and provide an inspection report for the purpose of informing the Client of major deficiencies of the inspected systems and components that exist at the time of the inspection, subject to the UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY in this Agreement. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of the Client.

The inspection will include only electrical, plumbing, water heater, central heating and cooling systems; general interior, including ceilings, stairways, floors, walls, windows, doors, fireplaces, basement, attic, basement or crawl space, insulation, and ventilation; general exterior, including windows, doors, roof, gutter, chimney; attached garages/carports; and site, including drainage, grading, driveways, and retaining walls contiguous with or adjacent to the structure.

Systems and items that are EXCLUDED from this inspection include, but are not limited to: recreational playground facilities, swimming pools, spas, saunas, hot tubs, geological and soil conditions, sprinkler systems (fire and lawn), solar systems, water wells, below ground septic or drainage systems, forced air heat exchanger, smoke detectors, wiring not part of primary electrical distribution systems (including, but not limited to: intercoms, cable TV, security systems, audio, and computer systems), appliances including portable air conditioning units, and items considered to be cosmetic.

The inspection and report do not address, and are not intended to address the absence of, possible presence of, or danger from asbestos, radon gas, lead paint, mold, mildew, urea formaldehyde, or soil contamination. The inspection and report do not address, and are not intended to address the absence, presence, or condition of buried oil tanks or underground storage tanks of any kind, pesticides, toxic or flammable chemicals, water or air home related illness or disease, rodent or insect infestation, or all other similar or potentially hazardous substances and conditions. The Client is urged to contact a competent specialist if identification or testing of the aforementioned items is desired. However, a Carbon Monoxide test on the heat system and hot water tank will be included as part of the inspection.

The inspection and report will be performed according to the standards practice of The National Association of Home Inspectors, Inc. (NAHI), and the terms in this agreement shall have the same meaning as referenced in the NAHI standards. The NAHI standards of practice can be found at www.nahi.org/web-nahi-standards-of-practice.pdf. The Inspector accepts no responsibility for use or misinterpretation by third parties. The inspection and report includes any system or component inspected that, in the Inspector’s opinion, is significantly deficient. The inspection and report includes recommendations to repair or monitor any deficiencies as necessary. The report lists any system or components designated for inspection by the NAHI standards of practice that were not inspected and the reason for omission.

The Inspector is not required to move personal property, debris, furniture, equipment, carpeting, or like materials that may impede or limit visibility. Concealed or latent defects and deficiencies are excluded from the inspection. Equipment and systems will not be dismantled. The inspection is not intended to be technically exhaustive, nor is it a compliance inspection for government codes or regulations.

We encourage the Client to participate in the inspection. If the Client does not participate in the inspection, the Client may lose valuable personal insight into the condition of the structure and must accept responsibility for any incomplete information received by the Inspector or provided by others. Should the Client elect to participate in the inspection, participation is at the Client’s own risk for any type of injury, property damage, fall, or other peril or damage. The Client agrees to indemnify and hold harmless the Inspector for any and all damages relating to such risks, injuries, or damages caused as a result of the Client’s decision regarding participation in the inspection.

Maintenance and other items may be discussed. Any such discussions and any comments regarding excluded systems and items are for information only and are not part of the inspection.

Payment is due upon completion of the on-site home inspection. There will be a fee of \$30 on returned checks.

UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY

Neither the inspection nor the inspection report is a warranty, expressed or implied, regarding the adequacy, performance, or condition of any inspected structure, system or item, the Client acknowledges that condition of the inspected structure, system, or items is subject to change after the report is issued. The inspection and report are not intended to reflect the value of the premises or to make any representation as to the advisability or inadvisability of purchase or suitability of use. The inspection and report are only intended to express the opinion of the Inspector based on a visible inspection of accessible portions of the structure, systems, and items of existing conditions, at the time of the inspection.

The inspection and report are furnished on a professional opinion only basis. Where permissible under state law, the parties agree that the maximum liability for Kline Home Inspection, LLC and/or the Inspector arising from failure to perform any obligations stated in this agreement, is limited to an amount not to exceed the fee(s) paid by the Client for the inspection services selected.

Important Notice to Our Clients: CHAPTER 411 OF THE KENTUCKY REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION 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 A LAWSUIT.

If you have a complaint concerning this inspection or an alleged breach of this agreement, please contact the Inspector immediately. Any attempt by you to repair any defect or deficiency prior to notification to the Inspector shall constitute a full release of any liability the Inspector might have had. The Inspector shall be given a reasonable opportunity to investigate your complaint and the related condition.

In the event the purchaser files suit against Kline Home Inspection, LLC and/or its Inspector, the Client agrees to pay all legal fees, cost of expert witnesses, court costs, cost of depositions, and all other such expenses incurred by Kline Home Inspection, LLC and/or the Inspector if the Client fails to prevail in the lawsuit.

This Agreement represents the entire agreement between Kline Home Inspection, LLC, the Inspector, and the Client. No change or modification shall be enforceable against either party unless such change or modification is in writing and signed by all parties. This agreement shall be binding and enforceable by the parties, and their heirs, executors, administrators, successors and assigns.

The Client and Kline Home Inspection, LLC agree that should a court of competent jurisdiction 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.

I, the Client, understand that the authorization of this inspection constitutes acceptance of this agreement in full. I have read, understand, and agree to be bound by the terms of this Agreement.

Client Signature _____ Date _____

CLIENT CONTACT INFORMATION

Name: _____

Address: _____

City, state, zip: _____

Telephone/e-mail: _____

How did you hear about us?

Phone book _____

Internet search _____

Realtor _____

Mortgage broker _____

Other _____

INSPECTION INFORMATION

Inspected property address: _____

Inspected property city, state, zip: _____

Inspection Date: _____

Inspection Fee: _____ Payment type: Cash Check (Check Number: _____)