



## Inspection Agreement

(Please read carefully)

This agreement is for a home inspection and is entered into between 2 Veterans Inspections and Properties referred to as "Company", and \_\_\_\_\_, referred to as "Client."

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of \$\_\_\_\_\_ for the inspection of the "Property," being the residence, and attached garage or carport, if applicable, located at \_\_\_\_\_.
2. The Company will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. The Company will perform inspections in accordance with the standards of practice adopted by International Association of Certified Home Inspectors (InterNACHI).
3. The Parties agree that the "standards of practice" (the standards) shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. If the State/Province where the inspection is performed imposes more stringent standards or administrative rule, then those standards shall define the standard of duty and the conditions, limitations and exclusions of the inspection.
4. The parties agree and understand that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client further agrees that the Inspector is liable only up to the cost of the inspection. This clause may be contrary to local law. Please verify applicability. Not valid in State/ Province of Kentucky.
5. The written report will be limited to the following systems:
  - Structural components including foundation and framing
  - Electrical, plumbing, heating and air conditioning systems
  - General interior, including ceiling, walls, floors, windows, insulation and ventilation
  - General exterior, including wall coverings, roof, gutter, chimney, drainage, grading
  - Conditions of major systems
  - Kitchen, built in appliances
6. Systems, items, and conditions which are **not** within the scope of the building inspection include, but are not limited to: Carcinogens including but not limited to radon, urea formaldehyde, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors; recreational equipment or facilities; pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating system's accessories; solar heating systems; heat exchangers; sprinkling systems; water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arrestors, load controllers; trees or plants; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, and Exterior Insulation finishing system (EIFS). Client understands that these systems, items, and conditions are exempt from this inspection. Any general comments about these systems, items, and conditions of the written report are informal only and DO NOT represent an inspection.
7. The Client acknowledges and agrees that the inspection performed by the Company is not a technically exhaustive inspection and is subject to the limitations set forth below:
  - It is understood and agreed that this inspection will only be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection. The inspector is not required to move personal items, debris, furniture, carpeting or similar items which may impede access or limit visibility.

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- Latent and concealed defects and deficiencies are excluded from the inspection.
- Equipment, items, and systems will not be dismantled. Only controls normally operated by the owner of the dwelling will be tested.
- Maintenance and other items may be discussed, but they are not a part 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 will be limited to the dwelling and attached garages and carports unless otherwise agreed to in writing by the parties.
- No inspections or reports will be made involving swimming pools, hot tubs, wells, septic systems, security systems, central vacuum systems, water softeners, sprinkler systems, and fire and safety equipment.

In addition to the limitations set forth above, the Company is **not required to determine**:

- The air quality of the sickness of any building, including but not limited to, the presence of all manner of biological activity, such as hazardous plant, insects, birds, pets, mammals, and other flora and fauna, and their consequent physical damage, toxicity, noxiousness, odors, waste products, and wood destroying animals and fungi.
- Property boundary lines or encroachments
- The condition of any component or system that is not readily accessible
- The service life expectancy of any component or system
- The size, capacity, BTU, performance, or efficiency of any component or system
- The cause for the need of repair or replacement of any system or component
- Future condition
- The presence of flora or evidence of rodents, animals or insects
- The operating costs of systems, replacement or repair cost estimates
- The acoustical properties of any systems or estimates of how much it will cost to run any given system
- Hazardous materials including, but not limited to, the presence of lead paint
- Electromagnetic fields
- Contaminants in soil, water and air
- Air-borne hazards
- Hazardous waste conditions
- Potability of any water
- Noise
- Hazardous plants or animals including, but not limited to wood destroying organisms, wood destroying insects, or diseases harmful to humans including molds or mold-like substances.
- Toxins
- The effectiveness of any system installed or method utilized to control or remove suspected environmental hazards
- Compliance with regulatory requirements (codes, regulations, laws, ordinances, etc.), any manufacturer's recalls, conformance with manufacturer installation or instructions, or any information for consumer protection purposes.

8. **LIMITATION OF LIABILITY** -COMPANY assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of COMPANY, its agents, employees, for claims or damages, costs of defense or suit and expenses and payments arising out of or related to the COMPANY'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the COMPANY, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the COMPANY and CLIENT, and (iii) to enable the COMPANY to perform the inspection at the stated fee.
9. **EXCLUSION OF WARRANTIES**- COMPANY'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this agreement.

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10. **MEDIATION AND ARBITRATION-** Any dispute concerning the interpretation of this Pre-Inspection Agreement or arising from services and information provided, except for fee payment, shall be resolved in good faith by first attending mediation at a mediator agreed to by the parties. If all parties cannot agree on a mutually satisfactory resolution than all parties agree to settle any remaining disputes by binding arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall select an arbitrator with extensive knowledge of the property inspection industry and who also has in-depth knowledge of the Standards of Practice referenced in this agreement. Property and equipment in dispute must be made accessible for re-inspection during the settlement process. All parties agree to be bound by the arbitrator's final ruling. Any costs and fees related to any dispute arising from the interpretation of this agreement or arising from any services and/or information provided, including fee payment, shall be recoverable by the prevailing party. Such costs and fees include, but are not limited to, arbitration, discovery, consultants, expert witnesses and attorneys.
11. **SEVERABILITY-** If any portion of this agreement is deemed to be unenforceable, the remainder of the agreement shall remain in full force and effect.
12. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.

CUSTOMER ACKNOWLEDGES THAT THIS IS A LEGALLY BINDING CONTRACT AND STATES THAT HE, SHE OR THEY HAS CAREFULLY READ THE ENTIRE AGREEMENT AND FULLY UNDERSTANDS ALL TERMS AND CONDITIONS THEREIN AND HAS FREELY EXECUTED THIS AGREEMENT WITHOUT ANY PRESSURE FROM ANY OTHER PERSON TO DO SO, AND WITHOUT ANY UNDUE TIME CONSTRAINTS. CUSTOMER AGREES TO BE BOUND BY ALL TERMS AND PROVISIONS OF THIS AGREEMENT, AND CONFIRMS THAT THERE ARE NO OTHER WRITTEN OR VERBAL AGREEMENTS BETWEEN THE CLIENT AND COMPANY.

### NOTICE REQUIRED BY LAW

CHAPTER 411 OF THE KENTUCKY REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE FOR ARBITRATION FOR A DEFECTIVE INSPECTION OR REPORT OR A CLAIM OF A BREACH OF THE INSPECTION AGREEMENT, AGAINST THE INSPECTOR OF YOUR RESIDENCE OR AGAINST 2 VETERANS INSPECTIONS AND PROPERTIES. YOU MUST DELIVER TO THE HOME INSPECTOR AND 2 VETERANS INSPECTIONS AND PROPERTIES 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 STRINGENT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE AN ARBITRATION CLAIM.

Client has read this entire Agreement and accepts and understands this agreement as hereby acknowledged. If no State/Province regulations apply, this report adheres to the InterNACH Standards, which is available upon request.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

Agent Present: Yes \_\_\_ No \_\_\_ Agents Name: \_\_\_\_\_

Buyer Present: Yes \_\_\_ No \_\_\_ Client agrees to release reports to: Lender \_\_\_\_\_ Seller \_\_\_\_\_ Realtor \_\_\_\_\_