**The Inspector LLC**

**Bill Haydon HI - 102505**

**1199 Schofield Ln. Frankfort KY 40601**

**502-330-2137 theinspector45@gmail.com**

This agreement between The Inspector (herein after "Company") and (herein after "Client") is made and extends into the dates indicated: In consideration of the mutual promises contained herein the parties agree as follows:

The Client will pay the sum of $ for a general home inspection of the "Property", being the residence and one attached garage or carport, if applicable located at

(Address): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Company will perform a limited visual inspection of and prepare a written report on the apparent condition of the readily accessible installed systems and components of the property at the time of the inspection only. The inspection is visual, is not technically exhaustive, and does not imply that every defect will be discovered. Latent and concealed defects and deficiencies are excluded from the inspection; equipment, items and systems will not be dismantled. Electrical receptacles, windows, doors and other multiple items are tested by examining a representative sampling as opposed to the specific functionality of every single item. Inspectors do not light pilot lights or activate any system that is not operational. Cosmetic flaws and defects will not be a part of this inspection.

The parties agree that the **"InterNachi Standards of Practice"** shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. A copy of the Standards of Practice is included with each inspection report and is also available in advance upon request.

The parties agree and understand that the Company is not an insurer or guarantor against defects in the structure, items, components or systems inspected. THE COMPANY MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUECY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT OR SYSTEM.

The inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to radon gas, lead paint, molds, fungi, asbestos, urea formaldehyde, carbon monoxide, toxic or flammable materials and water and airborne hazards; the presence of, or damage from termites or any other wood destroying insects; the presence of rodents and/or other pests. Also excluded are inspections of and report on the inner workings of mechanical devices (such as heat exchangers), clothes washers and dryers, humidifiers, telephone and cable jacks, swimming pools, wells, septic systems, security systems, central vacuum systems, detached buildings, water softeners, sprinkler systems, fire and safety equipment, future foundation movement, and trees, plants and other vegetation.

Maintenance and other items may be discussed, but they are not a part of our inspection. The report is **not** a compliance inspection or certification for past or present governmental codes or regulations of any kind.

The inspection and report are performed and prepared for the sole, confidential and EXCLUSIVE use and possession of the CLIENT and is non-transferable. COMPANY assumes no responsibility or liability to any third parties in connection with this inspection and report.

The parties agree that the COMPANY, and its employee and agents, assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature.

THE INSPECTION AND REPORT ARE NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUECY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. COMPANY IS NOT AN INSURER OF ANY INSPECTED CONDITIONS.

If the Client makes a claim against the Company for any alleged error, omission, or act arising out of this work and fails to prove such claim, the Client will pay all attorney’s fees, legal expenses and costs incurred by the Company in the defense of the claim.

The client may not present or pursue any claim against the Company until (1) written notice of the defect or omission is provided to the Company and (2) the Company is provided access to, and the opportunity to cure the defect. In the event of a claim by the Client that an installed system or component of the property inspected by the Company was not in the condition reported by the Company, the Client agrees to notify the Company at least 72 hours prior to repairing or replacing any such system or component. The Client must allow the Company to re-inspect the system or component before any repairs or replacement is started, unless such repairs or replacement must be made immediately for safety reasons. The Client further agrees that the Company is liable only if there has been a complete failure to follow the standards included in the report.

*The following notice is provided in accordance with Chapter 198B of the Kentucky Revised Statutes that became effective July 13, 2004.* "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."

**Radon Testing**

I will test for radon at the property to measure the radon level in the air by the use of an approved short-term Digital collection device. This will require a minimum of 48 hours but may take longer. I will then provide you with a written report.

Radon is a colorless, odorless, radioactive gas that may be harmful to humans. The amount of radon in the air is measured in picocuries of radon gas per liter of air, or “pCi/L.” While any radon exposure creates some risk to health, the EPA considers a level of 4 pCi/L or higher dangerous and recommends that you take remedial measures to reduce or eliminate radon.

Agreement is for testing only. I am not responsible for correcting or mitigating radon issues. As a courtesy, I may offer comments related to radon mitigation, but these will not obligate me to create or implement a mitigation plan.

My report is only supplementary to the seller’s disclosure.

Unless otherwise inconsistent with this Agreement or not possible, I will perform the radon inspection in accordance with current industry standards.

You understand that InterNACHI is not a party to this Agreement and that InterNACHI has no control over me and does not supervise me.

My report is for your use. You grant me permission to discuss my observations and test results with real estate agents, owners, repairpersons, and other interested parties. I am not liable for use or misinterpretation by third parties.

My inspection and report are not a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the property. I expressly disclaim all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, to the fullest extent allowed by law.

You will comply with my instructions for the proper testing, detection and analysis of radon gas levels in the property. I am not liable for any negligence or other interference that you or any other person cause.

If you are the property owner, you understand that, as part of our radon testing, I or my subcontractor will leave certain equipment in your residence. If the equipment is lost, stolen, damaged, or destroyed while in your residence, you agree to pay me or my subcontractor for the cost to replace the equipment with identical new equipment. You understand that in that situation, it would take time for to obtain new equipment and that without the equipment, I or my subcontractor will be unable to engage in radon testing and will therefore be losing income. You agree that in this situation, you will pay me or my subcontractor $ \_\_X\_\_ per day as liquidated damages for that lost income, in addition to the cost of replacing the equipment.

**Radon Test:** Yes\_\_\_\_ NO\_ \_\_\_\_

Cost of the Radon test is an additional: $150.00\_\_\_

If you believe you have a claim against me, you will supply me with the following within seven days of discovering your claim: (i) written notice of the claim in sufficient detail and with sufficient supporting documents that we can intelligently evaluate it; and (ii) access to the premises. Failure to comply with these conditions is a bar to any claim or lawsuit and releases me from any liability.

The exclusive venue for any action arising out of this Agreement shall be in the county where I have my principal place of business. In any such action, you waive trial by jury. In any such action, the court must award the prevailing party attorney’s fees and costs. You understand that any legal action against InterNACHI itself allegedly arising out of this Agreement or our relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado. In any such action against InterNACHI, you waive trial by jury and agree that the court must award the prevailing party attorney’s fees and costs.

If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents my entire agreement between the parties. All prior communications are merged into this Agreement. There are no terms or promises other than those in this Agreement. No statement or promise allegedly made after the execution of this Agreement shall be binding unless reduced to writing and signed by me. Any modification to this Agreement must be in a writing signed by you and me. This Agreement binds the successors of the parties.

You will have no cause of action against me after one year from the date of the inspection.

If you are a corporation, LLC, or similar entity, the person signing this Agreement on behalf of the entity personally guarantees payment of the fee by the entity.

***ALL FEES SHALL BE PAID BEFORE THE REPORT WILL BE SENT UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE BEFORE THE INSPECTION.***

***THE AGREEMENT MUST BE RETURNED TO THE INSPECTOR LLC BEFORE THE INSPECTION DATE OR IT WILL HAVE TO BE RESCHEDULED.***

**HOLD HARMLESS AGREEMENT: CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.**

**Please mark whether you would like your realtor to receive a copy of the report. Yes\_\_\_ No\_\_\_**

I have read, understand and accept all the terms of this agreement:

\_\_Bill Haydon\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_HI-102505\_\_\_\_\_\_\_\_\_ \_\_\_

**Company Representative    KY License Number                           Date**

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**Client                                                                                                   Date**