

## **B4U Close Home Inspections**

104 Lawson Drive, Suite 103-400, Georgetown, KY 40324  
Phone: 502-570-4054 FAX: 502-867-4962 Toll Free 877-0513-8235  
E-Mail: Inspector@b4uclose.com

### **Inspection Agreement**

**This contract limits the liability of B4U Close Home Inspections**

**Please Read it Carefully**

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This agreement is made and entered into by and between B4U Close Home Inspections hereinafter referred to as "Inspector", and \_\_\_\_\_ hereinafter referred to as "Client".

In consideration of the promise and terms of this Agreement, 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 garage or carport, if applicable located at

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

The Inspector will perform a visual inspection of, and prepare a written report on, the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. The inspection is essentially 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. Cosmetic flaws and defects will not be a part of this inspection. Upon request, a sample of the Inspection Report may be reviewed prior to executing this agreement.

The Client is strongly encouraged to participate in the inspection and accepts responsibility for incomplete information should the Client not participate in the inspection. The Client's participation shall be at the Client's own risk for falls, injuries, property damage, etc.

B4U Close Home Inspections does not research product recalls or notices of any kind. A basic home inspection does not include the identification of, or research for, appliances and other items installed in the home that may be recalled or have a consumer safety alert issued about it. Any comments made in the report are regarding well known notices and are provided as a courtesy only. Product recalls and consumer product safety alerts are added almost daily. We recommend visiting the following internet site if recalls are a concern to you. [www.cpsc.gov](http://www.cpsc.gov)

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. A copy of the Standards is attached to this agreement.

The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM. \_\_\_\_\_(Client Initials)

Systems, items, and conditions which are NOT within the scope of the inspection include, but are not limited to: the possible presence of or danger from any potentially harmful or hazardous substance or environmental hazards such as radon gas, urea formaldehyde, lead based paint, asbestos, toxic or flammable materials, carbon monoxide, molds, fungi, or other environmental hazards; the presence of, or damage caused by, termites or any other wood damaging insects or organisms; the presence of rodents and/or other pests or animals; portable household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational or leisure equipment or facilities such as swimming pools or swings; underground storage tanks; energy efficiency measurements; security and fire protection systems; water wells and septic systems; heating systems accessories; solar heating systems; sprinkling systems and landscape watering systems; water softener; central vacuum systems; telephone, intercom or cable TV systems and antennae; lightning arrestors; trees, plants and other vegetation; compliance with governing codes, regulations, ordinances, statutes, covenants and manufacturer specifications. Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions in the written report are informal only and DO NOT represent an inspection.

The inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.

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The Inspection will not include an appraisal of the value or a survey of the property. The written report is not a compliance inspection or compliance certification for past or present governmental codes or regulations of any kind.

Any controversy of claim between the parties arising out of or relating to the interpretation of this Agreement, the services rendered hereunder or any other matter pertaining to this Agreement, except for fee payment, will be submitted in accordance with the Rules & Procedures for the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Dallas, TX. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the professional home inspection industry and who is knowledgeable about the Standards of Practice of the National Association of Certified Home Inspectors. Judgement on any award may be entered in any courts having jurisdiction and the arbitration decision shall be binding on all parties. Disputed property and equipment must be made accessible for re-inspection during the settlement process. Secondary or consequential damages are specifically excluded. All claims must be presented within one year from the date of inspection. The Inspector is not liable for any claim presented more than one year after the date of inspection. In the event the Client commences an arbitration and is unsuccessful in it, the Client will bear all of the Inspector's expenses incurred in connection therewith including but not limited to, attorney's fees and a reasonable fee to the employees of the Inspector to investigate, prepare for or attend any proceeding or examination. Client may not present or pursue any claim against the Inspector until (1) written notice of the defect or omission is provided to the Inspector and (2) the Inspector 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 premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing any such system or component. The Client must allow the Inspector to re-inspect the installed system 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 Inspector is liable only if there has been a complete failure to follow the standards included in the report or state law.

The following notice is provided in accordance with Chapter 198B of the Kentucky Revised Statutes which became effective July 13, 2004. "CHAPTER 411 OF THE KENTUCKY REVISED STATUTES CONTAIN 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."

The parties understand and agree 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 is 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. \_\_\_\_\_ (Client Initials)

**SEVERABILITY:** Should any provision of this contract be held to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect.

If Client is married, Client represents that this is a family obligation incurred in the interest of the family.

Client agrees to release copies of the home inspection reports to: \_\_\_\_\_

Client agrees that Inspector may advise seller or seller's representatives of safety hazards found during the inspection at the sole discretion of Inspector.

By affixing my signature to this document, I acknowledge that I have read and understand this entire Agreement.

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

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

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

City/State/Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_