



[www.gagehomeinspections.com](http://www.gagehomeinspections.com) HI#102410

The address of the property is: 1234 Main St. Your Town State of Business 56789

Fee for the building inspection is \$0.00.

THIS AGREEMENT made on 5/7/2020 by and between Kerry R. Gage (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR agrees to, for compensation, perform a non invasive, visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects of the systems and components, on the day of inspection, that in the professional opinion of the INSPECTOR both observed and deemed significantly deficient. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure, is not technically exhaustive, and is not a code compliance inspection. \_\_\_\_\_
  2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.
  3. The inspection and report are performed and prepared for the sole use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agent: and other interested parties. \_\_\_\_\_ Realtor \_\_\_\_\_ PDF copy \_\_\_\_\_
- INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'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, expressed or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.
4. The INSPECTOR does not remove carpet, drywall, furniture, or other obstructions. There may be deficiencies that are unseen and the INSPECTOR 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 INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'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 INSPECTOR, 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 INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
  5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.
  6. Opportunity to Cure or Time to Investigate: **KRS:411** contain important requirements the Client must follow before the Client may file a lawsuit for defective construction against the Inspector of the residence. The Client must serve the Inspector a written notice of any conditions the Client alleges that the Inspector failed to include in the home inspection report and provide the Inspector the opportunity to make an offer to repair or pay for the defects. The Client is not obligated to accept any offer the Inspector may offer. There are strict deadlines and procedures under state law and failure to follow them may limit the Client's ability to file a lawsuit. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind. If claimed condition/s are disturbed, repaired, altered, replaced, or otherwise changed, except in an emergency situation, the INSPECTOR and company shall be released from any and all liabilities. \_\_\_\_\_