



**ABI Home Service, LLC. 974 Breckenridge Lane # 138 Louisville, KY 40207
502.938.5190**

This contract limits the liability of ABI Home Service, LLC. Please read it carefully.

This is a contract (referenced herein as the "Agreement") between ABI Home Services, LLC "Inspector" and _____ hereinafter referred to as "Client".

This Agreement is a legally binding contract in which the Client requests the limited visual inspection as defined herein of the dwelling/structure located at the address of:

1. The Inspector agrees to perform a visual inspection of the subject property and to provide Client with a written/computer generated report identifying visually observable major deficiencies of the inspected systems and components that exist at the time of the inspection. The written/computer generated report will include the following systems only: **STRUCTURAL COMPONENTS, EXTERIOR STRUCTURE, ROOFING, FOUNDATION, ATTIC, DRAINAGE, BASEMENT OR CRAWLSPACE, INSULATION AND VENTILATION, PLUMBING, ELECTRICAL, CENTRAL HEATING, CENTRAL AIR CONDITIONING, INTERIOR, SITE, AND GARAGE/CARPORT.**

2. Systems and items which are **EXCLUDED** from this inspection include, but are not limited to the following: recreational play ground 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. **Any comments regarding excluded systems and items are for information only and are not part of the inspection.**

3. The inspection and report will be performed according to the standards of The National Association of Home Inspectors (NAHI), and the terms in this agreement shall have the same meaning given them in the NAHI standards. A copy of the NAHI standards will be provided at the client's request. **The Inspector accepts no responsibility for use or misinterpretation by third parties.**

4. The **Inspector** is not required to move personal property, debris, furniture, equipment, carpeting, or like materials which may impede or limit visibility. **Concealed or latent defects are excluded from the inspection.** Equipment and systems will not be dismantled. **The inspection is not intended to be technically exhaustive, or is it a compliance inspection for government codes or regulations.**

5. The inspection and report do not address, and are not intended to address, the possible presence of, or danger from asbestos, radon gas, lead paint, mold, mildew, urea formaldehyde, soil contamination, 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, and all other similar or potentially hazardous substances and conditions. The client is urged to contact a competent specialist if information, identification or testing of the above is desired.

6. **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, 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.**

7. Important Notice to Our Clients:

Chapter 411 of the Kentucky revised statutes contains important requirements you must follow before you may file legal action for a defective inspection 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 legal action.

8. 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 ABI Home Services, 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 YOU FOR THE INSPECTIONS SERVICES SELECTED.**

9. 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.

10. Defense Costs: In the event the purchaser files suit against ABI Home Services, LLC and/or it's inspector, the purchaser agrees to pay all the company's legal fees, cost of expert witnesses, court costs, cost of depositions and all other such expenses incurred by ABI Home Services and/or the inspector if the purchaser fails to prevail in the lawsuit.

11. This Agreement represents the entire agreement between **ABI Home Services, 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, successors and assigns.

Client Contact Information:	Ben Hendricks- ABI Home Services, LLC
Name: _____	Inspection Date: _____
Address: _____ _____ _____	Invoice# _____
Phone/Email: _____	Inspection Fee: _____
Signature/Last Four Digits of SSN#: _____ <small>(Signature binding on all others)</small>	Other Fee: _____
	Total Due: _____
	Check# _____ (Return Checks \$50 Service Fee)
	CC# _____

Distribute findings to (Agents Name): _____