



ABI HOME SERVICES, LLC INSPECTION AGREEMENT

John Homebuyer

Address of Inspected Property: 123 Anywhere Street, Louisville KY

Date of Inspection: 1/01/2020

Total Fee(s): \$400.00

This agreement for the home inspection is made this 12/25/19, by and between ABI Home Services, LLC (hereinafter referred to as "COMPANY") and **John Homebuyer** (hereinafter referred to as "CLIENT"). By signing below, Client acknowledges that it has read this agreement and understands its terms and conditions. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. COMPANY agrees to conduct an inspection for the sole purpose of informing the CLIENT of significant deficiencies in the condition of the property, subject to the limitations and conditions set forth below. The inspection will be performed in accordance with the Standards adopted by the **American Society of Home Inspectors (ASHI)**. A copy of these standards is available at <http://homeinspector.org> - The written report shall be limited to the following:

- structural components including foundation and framing
- electrical, plumbing, heating and air conditioning systems
- general interior, including ceilings, walls, floors, windows, insulation and ventilation
- general exterior, including wall covering, roof, gutter, chimney, drainage, grading
- condition of major systems
- kitchen, built-in appliances

2. The CLIENT acknowledges and agrees that the inspection performed by 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.
- 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, fire and safety equipment. In addition to the limitations set forth above, the COMPANY is not required to determine:

- 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 condition of a heat exchanger of a furnace;
- the size, capacity, BTU, performance, or efficiency of any component or system;
- the cause or reason of any condition; the cause for the need of repair or replacement of any system or component;
- future conditions;
- the presence of flora or evidence of rodents, animals or insects;
- the presence of mold, mildew, fungus or air-borne hazards;
- the air quality;
- the existence of asbestos or other environmental hazards, hazardous waste conditions or the presence of hazardous materials including, but not limited to, the presence of lead in paint; the existence of electromagnetic fields;
- the existence of any manufacturer recalls or conformance with manufacturer installation or any information included in the consumer protection bulletin;
- 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.

3. The inspection and report performed and prepared pursuant to this agreement are for the sole, confidential and exclusive use and possession of the CLIENT. COMPANY is forbidden by Kentucky law from disclosing the contents or findings of its reports with third persons without the express written permission of the CLIENT. Neither the report nor any representations made herein are assignable or transferable without the express written permission of COMPANY. The CLIENT agrees to indemnify and hold harmless the COMPANY for all costs, expenses and legal fees incurred and arising out of any legal proceedings brought by any third party who claims to have suffered damages as a result of reliance upon the representations made in the inspection report prepared pursuant to this agreement.

4. 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, attorney's fees 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 Copyright Kentucky Real Estate Inspector's Association 2009 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.

5. 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.

6. 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.

7. NOTICE OF HOME INSPECTION COMPANY'S RIGHT TO CURE: 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.

8. SEVERABILITY If any portion of this agreement is deemed to be unenforceable, the remainder of the agreement shall remain in full force and effect.

9. DISCLOSURE 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 CUSTOMER AND COMPANY.

10. In providing the property inspection and inspection report, information about the client, inspector, real estate professional, and property will be collected and input into HomeGauge

inspection software and services, which inspector uses to produce the inspection report. This information may include personally-identifiable information about the client, inspector and real estate professional. This information may subsequently be used by the provider of HomeGauge, as set out in the HomeGauge Privacy Policy found at <https://www.homegauge.com/privacy.html>. Inspectors may choose to use this information to market new or related products and services to clients.