



Know Your Home Inspections and Services LLC

Walt Fick 308-440-4157 www.kyhinspections.biz

7570 West 70th Street, Kearney, NE 68845

Pre-Inspection Agreement

This AGREEMENT is made and entered into by and between Know Your Home Inspections and Services LLC, 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:

1. The Client will pay the sum of \$ _____ to the Inspector for the inspection of the "Property", being the residence, and garage or carport, if applicable, at the following property address: _____, NE _____.
The Inspector reserves the right to adjust the fee charged based on scope of work changes, additional garages/outbuildings, or additional heating, cooling, or plumbing systems. Payment in full is due no later than 90 days after the inspection or included in the closing costs, as appropriate.
2. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
3. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Readily accessible systems and components are only those systems and components where Inspector is not required to move personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility. Installed systems and components include structural components, exterior, interior, roofing, plumbing, electrical, heating, central air-conditioning (weather permitting), insulation and ventilation. Latent and concealed defects and deficiencies are excluded from the inspection.
4. The parties agree that the American Society of Home Inspectors (ASHI) Standard of Practice (SOP) shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and report. A copy of the ASHI SOP is available upon request or can be found at ashi.org. If the State of Nebraska imposes more stringent standards or administrative rule, then the State standards or rules shall govern.
5. Exclusions of systems normally inspected: _____.
6. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards, pest infestation, security and fire protection systems, household appliances, humidifiers, paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors, recreational equipment or facilities, pool/spa water purification systems (ozone generator/saltwater, etc.), underground storage tanks, energy efficiency measurements, motion or photo-electric sensor lighting, concealed or private secured systems, water wells, all overflow drains, heating systems accessories, solar heating systems, heat exchanges, sprinkling systems, water softener or purification systems, central vacuum systems, telephone, intercom or

SEE NEXT PAGE FOR ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS

cable TV systems, antennae, lightning arrestors, load controllers, trees or plants, governing codes, ordinances, statutes, and covenants, and manufacturer specifications, recalls and EIFS. Client understands that these systems, items, and conditions are exempted 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.

7. The Inspection is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.
8. The Inspection will not include an appraisal of the property value, or a survey, and does not determine whether the property is insurable.
9. 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.
10. 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 the 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.
11. 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 seventy-two (72) hours prior to repairing or replacing such system or component. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the Client.
12. The parties agree and understand 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. The Client further agrees that the Inspector is liable only up to the cost of the inspection fee. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards stated in this Agreement or State law. Furthermore, any legal action must be brought within two (2) years from the date of the inspection, or will be deemed waived and forever barred.
13. This Agreement represents the entire agreement between the parties and there are no other agreements either written or oral between them. This agreement shall be amended only by written agreement signed by both parties. This agreement shall be construed and enforced in accordance with the laws of the State of Nebraska. If the State laws or regulations are more stringent than the forms of this Agreement, the State laws or rules shall govern.

Client agrees to release report to: _____

Client agrees that they have received a copy of and read this entire Agreement and understands and accepts this contract into which they have entered.

Client Signature(s): _____ Date: _____

Client Current Street Address: _____

Client Current City/State Province/Zip or Postal Code: _____

Inspector Signature: *Walter J. Trick* Date: _____ Inspection Number: _____