



Know Your Home Inspections and Services LLC

7570 West 70th Street, Kearney, NE 68845 308-440-4157

kyhinspections@gmail.com www.kyhinspections.biz

Protecting Peace of Mind

Pre-Inspection Agreement

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____
_____ (hereinafter, "Client") and Know Your Home Inspections and Services LLC (hereinafter "Inspector") agree as follows:

1. The Client will pay the sum of \$_____ to the Inspector for the inspection of the "Property", being the residences, garages, carports, shops, businesses, etc., if applicable, at the following property address: _____. 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 the responsibility of the Client and is due no later than 3 months after the inspection.
2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective spouses, heirs, and successors.
3. The Inspector will perform a visual, non-invasive, limited 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 Inspector is not required to inspect any item that is concealed or not readily accessible to the Inspector. The Inspector is not required to lift floor coverings, move attached wall or ceiling coverings or panels, or use special instruments or testing devices. The Inspector is not required to inspect any multi-unit housing common component or system or enter any building or area of a building that, in the opinion of the inspector, is dangerous to the safety of the inspector or others or take actions that have a reasonable possibility of causing damage to the Property, its systems, or components.
5. 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.
6. Exclusions of systems normally inspected: _____.
7. 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 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.
8. The inspection is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

SEE NEXT PAGE FOR ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS

9. The inspection will not include an appraisal of the property value, or a survey, and does not determine whether the property is insurable.
10. 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.
11. 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.
12. The Client agrees that any claim arising out of or related to any act or omission of the Inspector in connection with the inspection of the property shall be reported to the Inspector within ten (10) business days of discovery and to allow Inspector a reasonable opportunity to re-inspect the issue giving rise to the claim before undertaking any repairs. Client agrees that a failure to comply with the terms of this paragraph shall constitute a waiver of such claim.
13. The Client agrees that total liability of the Inspector for any and all damages whatsoever arising out of or in any way related to this Agreement shall not exceed the fee paid to the Inspector hereunder.
14. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be commenced within one (1) year of the date of the inspection, without regard to the date the breach is discovered. Any action not brought within that one (1) year time period shall be barred, without regard to any other limitations period set forth by law or statute.
15. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the Rules and procedures of the American Arbitration Association. Client agrees to pay all required filing fees. The decision of the Arbitrator appointed thereunder shall be final and binding and judgement on the Award may be entered in any court of competent jurisdiction.
16. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.
17. The parties acknowledge that each of them has had ample opportunity for their own counsel to participate in negotiating and drafting this Agreement. Therefore, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.
18. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
19. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
20. 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 / City / State Province / Zip or Postal Code:

Inspector Signature: *Walter J. Fick*

Date: