



# *Know Your Home Inspections and Services LLC*

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*Protecting Peace of Mind*

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## **Wood Destroying Insects 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 Wood Destroying Insects inspection of the "Property", being the residences, garages, carports, shops, businesses, etc., if applicable, at the following property address: \_\_\_\_\_. 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. Inspector is also defined to include any and all inspectors who perform the contracted-for inspections as an employee or independent contractor of the Inspector.
4. **For purposes of this inspection, wood destroying insects include: termites, carpenter ants, carpenter bees, and re-infesting wood boring beetles. This inspection does not include mold, mildew or non-insect wood destroying organisms.** The Client and the Inspector agree that the scope of the Wood Destroying Insects inspection shall consist of the performance by the Inspector of a limited visual, functional, non-invasive inspection of the readily accessible areas, as applicable to the Property, including attics and crawl spaces which permit entry during the inspection. Readily accessible areas are only those areas where Inspector is not required to move personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility. The inspection includes probing and/or sounding of unobstructed and accessible areas to determine the presence or absence of visual evidence of wood destroying insects. The Client understand that wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas. The Inspector cannot guarantee that any wood destroying insect infestation and/or damage disclosed by this inspection represents all of the wood destroying insect infestation and/or damage which may exist as of the date of the inspection. The Inspector, or its inspectors, will prepare a written Wood Destroying Insect Inspection Report utilizing Form NPMA-33 prepared by the National Pest Management Association.
5. 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.
6. 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.
7. 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.

SEE NEXT PAGE FOR ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS

8. 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, or allowing others to make, any alterations to the claimed condition, except in the case of emergency. Client agrees that a failure to comply with the terms of this paragraph shall constitute a waiver of such claim.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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: