

PRE-INSPECTION NOTICE and AGREEMENT

Central States Inspection LLC., 1016 Bodine Dr. Derby, KS. 67037

Jake Beeler. KHIRB Reg# 0110-0039

THIS AGREEMENT LIMITS OUR LIABILITY - PLEASE READ IT CAREFULLY

PURPOSE

I _____ (hereafter referred to as "CLIENT") engages *Central States Inspection LLC.* (hereafter referred to as "COMPANY") to conduct a NON-INVASIVE LIMITED VISUAL inspection and provide a written home inspection report. The purpose of the inspection is to inform CLIENT of visually observable material defects of the residence &/or other mutually agreed upon building(s) and readily accessible systems and components contained therein, subject to the Standards of Practice as set forth by the State of Kansas Home Inspection Registration Board, and subject to LIMITATION OF CLAIM as contained herein. The inspection and report are performed and prepared for the CLIENT'S sole, confidential, and exclusive use. CLIENT agrees to all terms of this agreement for both initial inspection, and any future re-inspection if conducted.

OUTSIDE THE SCOPE OF THE INSPECTION

Any areas which are concealed and not exposed to view, or are inaccessible due to cover by soil, walls and/or wall coverings, floors and/or floor coverings, ceilings, furniture, personal property, and/or any other barriers whether permanent or movable, are not included in this inspection. This inspection excludes destructive testing or dismantling, and shall follow the laws, rules, and regulations as set forth by the State of Kansas and the Kansas Home Inspection Registration Board. CLIENT understands there is inherent risk in the purchase of real property and agrees to hold COMPANY harmless for any condition which is concealed from view at the time of the inspection, or considered outside the scope of this inspection.

NOT A WARRANTY

This is not a home warranty, guarantee, insurance policy, or substitute for a Seller's real estate disclosure. Home warranties are available through several insurers and may be purchased through most real estate agents

LIMITATION OF CLAIM

In the event that COMPANY is found to be liable to CLIENT for any acts including errors or omissions which are related to the home inspection or the home inspection report, then the total aggregate for any claim made against the inspector or the COMPANY shall not exceed \$2,000, as set forth in the KSA 58- 4501 (hereafter "the Act"). In the event that the COMPANY is found to be liable to CLIENT from any other cause or causes of action not covered by the Act, (including, but not limited to, breach of contract or warranty, violations of the Kansas Consumer Protection Act, or any other common law theory or statutory violation or claim alleged or found not to be covered by the statutory limitation set forth above), then the liability of COMPANY is limited to a sum equal to the inspection fee paid by CLIENT for the base inspection. If requested by CLIENT, COMPANY will assume a greater liability, but only for an additional charge to be agreed upon by CLIENT and COMPANY. If COMPANY and CLIENT so agree, it will be defined in a separate written and signed document.

MEDIATION

Any dispute, controversy, interpretation, or claim of any kind arising out of, from, or related to the inspection, this agreement, written inspection report, or the services provided in relation to this agreement shall be submitted to mediation prior to filing any action. In the event the parties cannot mutually agree upon the selection of a mediator, the parties agree that the Kansas Association of Real Estate Inspectors shall select the mediator. The mediator's fees shall be borne equally by the parties to this agreement.

GOVERNING LAW, SEVERABILITY & ENTIRE AGREEMENT

This agreement shall be governed by Kansas law. Should any court or mediator determine and declare that any portion of this agreement is void, or unenforceable, the remaining provisions and portions shall remain in full force and effect. This agreement contains the entire agreement between the parties and it supersedes any previous oral or written agreement. No other representations, promises, statements or assertions have been made by the parties, and no statements or promises have been relied on by either absent the provisions set forth herein.

THE FOLLOWING ARE CONSIDERED OUTSIDE THE SCOPE OF THIS INSPECTION: **PLEASE COMPLETE THE FOLLOWING**
 (This list is not all inclusive)

Building code or zoning violations; engineering analysis; termites or other wood destroying insects or organisms (including fungi) and their possible related concealed damage; asbestos; lead; radon; biological and environmental contaminations, including mold; formaldehyde; water or air quality; electromagnetic radiation; property value appraisal; repair cost estimates; detached buildings; pools and spas; underground piping, storage, and mechanical devices; private water or sewage systems; saunas and steam baths and their related fixtures and equipment; sprinkler system timers and other timed devices; water softener and purifier systems; solar heating systems; alarm systems; low voltage systems; kitchen type appliances; furnace heat exchangers; adequacy or efficiency of any system or component; prediction of life expectancy of any system or component; etc.

NOTE: At the discretion of the inspector probing may be conducted to determine the condition or soundness of a surface or material.

WITHIN THE SCOPE OF THE INSPECTION

The inspection and its corresponding written report are based upon a limited visual inspection of the general systems and components of the home and/or other agreed upon buildings to identify systems or components listed in the report which in the opinion of the inspector are materially defective and in need of major repair or further investigation. The scope of the inspection is limited to the items listed within the report pages. It is understood and agreed that the home inspection is limited to a visual examination of three (3) or more of the following readily accessible systems and components: (exceptions will be noted in the inspection report)

Heating Systems, Cooling Systems, Electrical Systems, Plumbing Systems, Foundation, Roof Coverings, Exterior and Interior Components, Structural Components.

STATUTE OF LIMITATIONS

CLIENT is notified and hereby acknowledges that pursuant to the Kansas Home Inspectors Registration Act, and the terms of this agreement, any action to recover damages for any cause including errors or omissions by COMPANY relating to the home inspection or the home inspection report must be brought not more than twelve (12) months from the date COMPANY performed the inspection.

Client Name:

Client Name:

Property Address:

City:

Email

INSPECTION FEE SCHEDULE

| <u>Square Feet</u> | <u>Fee</u> | <u>Additional Fees</u> | |
|--------------------|------------|------------------------|---------|
| Up to 1200 | \$200.00 | Sprinkler System | \$35.00 |
| 1201-2000 | \$225.00 | Additional Ele. Panel | \$15.00 |
| 2001-2500 | \$250.00 | Additional HVAC | \$20.00 |
| 2500-3000 | \$250.00 | Re-Inspect Repairs | \$75.00 |
| 3000+ | Per Bid | | |

Payment is due at the time of the inspection

NOTICE OF CLAIM

CLIENT shall provide COMPANY with a written notice of a claim for damages within ten (10) days of the date of the CLIENT'S discovery. CLIENT further agrees to allow COMPANY the opportunity to re-inspect the subject property prior to any remedial measures or repairs, with the exception of emergency circumstances.

WEBSITE ONLY/ELECTRONIC SIGNATURE

AGREE By clicking "I Agree", CLIENT acknowledges that CLIENT received this Notice and Agreement prior to the start of the home inspection, that CLIENT has been given appropriate time to read this Agreement and that CLIENT has read, understands and agrees to the terms and conditions contained herein.

CLIENT PLEASE SIGN AND DATE BELOW (ON SITE)

I have read and understand the terms of this contract and agree fully to its conditions and limitations

Client _____ Date _____

Co-client _____ Date _____

