



Justin Westhoff
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PRE-INSPECTION AGREEMENT

****Address of the property inspected:** _____

****Inspection fee:** \$ _____

THIS AGREEMENT, made between INSIGHT INSPECTIONS LLC, (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties understand and voluntarily agree as follows:

1. INSIGHT INSPECTIONS LLC agrees to perform a **NON-INVASIVE LIMITED VISUAL EXAMINATION** of the home/building and to provide CLIENT with a written report identifying the defects that INSIGHT INSPECTIONS LLC both observed and deemed material on the day of the inspection. INSIGHT INSPECTIONS LLC may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The inspection is not designed to, nor can it include all issues that may be in need of attention in the home. The report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this Agreement or not possible, INSIGHT INSPECTIONS LLC agrees to perform the inspection in accordance with the current Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI") posted at <http://www.nachi.org/sop.htm>. Although INSIGHT INSPECTIONS LLC agrees to follow InterNACHI's Standards of Practice, CLIENT understands that these standards contain limitations, exceptions, and exclusions. CLIENT understands that InterNACHI is not a party to this Agreement and has no control over INSIGHT INSPECTIONS LLC or representations made by INSIGHT INSPECTIONS LLC and does not supervise INSIGHT INSPECTIONS LLC.

OUTSIDE THE SCOPE OF THE INSPECTION:

Any area that is not exposed to view, is concealed, or is inaccessible because of soil, leaves, vegetation, snow, walls, wall coverings, floors, floor coverings, ceilings, furniture, personal property, or other barriers whether permanent or moveable, is not included in this inspection. The inspection does not include any destructive testing or dismantling, and the inspection report will substantially follow the laws, rules, and regulations as provided by any State regulatory board or agency and InterNACHI. CLIENT agrees to assume all risk for all conditions which are concealed from view at the time of the inspection, or considered outside the scope of this inspection.

THE FOLLOWING ARE CONSIDERED OUTSIDE THE SCOPE OF THIS INSPECTION:

(This list is not all inclusive)

- Building code or zoning violations, past or present
- Engineering analysis on foundation, structure, retaining walls, or soils
- Termites or other wood destroying insects, organisms (Termite inspections are subbed out and completed by a licensed pest control company)
- Asbestos, lead, radon, biological contamination, formaldehyde, water or air quality, electromagnetic radiation, or any environmental hazards including MOLD
- Detached buildings/garages
- Pools or spas, underground piping, and mechanical devices; Sprinkler systems timers and other timed devices
- Private water or private sewage systems (wells, well systems, sewer lagoons, and septic tanks)
- Water softener/purifier systems, solar heating systems, alarm systems, low voltage systems, sewage ejector pumps
- Furnace heat exchanger, whole-house humidifiers, adequacy or efficiency of any system or component
- Any pipes, electrical, plumbing, HVAC, etc. within the walls/ceilings/floors

NOTES: - At the discretion of the inspector, probing may be conducted to determine the condition of a surface or material.
- Services outside the scope of the inspection may be included in the inspection for an additional fee.
- Inclusion in the inspection report of any item normally considered outside the scope of the inspection, with or without an additional fee, does not void this agreement or insinuate that any additional services may be included with or without a fee.
- Stains on ceilings, walls, or any other place in the home will be noted in the report. However, without the presence of water (rain), it isn't possible to determine if the cause of the stains are active or not.

3. The inspection and report are for the use of CLIENT only, who gives INSIGHT INSPECTIONS LLC permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. INSIGHT INSPECTION LLC shall be the sole owner of the report and all rights to it. INSIGHT INSPECTIONS LLC accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSIGHT INSPECTIONS LLC (including employees and business entities) from any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in this Agreement. INSIGHT INSPECTIONS LLC's inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law or similar defects.

4. INSIGHT INSPECTIONS LLC assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. The inspection is for an overall general condition of the home and not all defects can or will be found. CLIENT acknowledges that the liability of INSIGHT INSPECTIONS LLC, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to INSIGHT INSPECTIONS LLC'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 INSIGHT INSPECTIONS LLC, 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 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 INSIGHT INSPECTIONS LLC and CLIENT; and (iii) to enable the INSIGHT INSPECTIONS LLC to perform the inspection at the stated fee.

5. INSIGHT INSPECTIONS LLC does not perform engineering, architectural, plumbing, HVAC, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.

6. In the event of a claim against INSIGHT INSPECTIONS LLC, CLIENT agrees to supply INSIGHT INSPECTIONS LLC with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises. Failure to comply with the above conditions will release INSIGHT INSPECTIONS LLC and its agents from any and all obligations or liability of any kind.

7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which INSIGHT INSPECTIONS LLC has its principal place of business. In the event that CLIENT fails to prove any claims against INSIGHT INSPECTIONS LLC in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSIGHT INSPECTIONS LLC in defending said claims. CLIENT further understands that any legal action against InterNACHI itself allegedly arising out of this Agreement or INSIGHT INSPECTIONS LLC's relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado. No such action may be filed unless the plaintiff has first provided InterNACHI with 30 days' written notice of the nature of the claim. In any action against INSIGHT INSPECTIONS LLC and/or InterNACHI, CLIENT waives trial by jury.

8. The agreement shall be governed by Kansas Law. Should any court or arbitrator determine and declare that any portion of this Agreement is void, voidable, invalid, or unenforceable, the remaining provisions and portions shall remain in full force and effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSIGHT INSPECTIONS LLC or its agents shall be binding unless reduced to writing and signed by INSIGHT INSPECTIONS LLC. No change shall be enforceable against any party unless it is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSIGHT INSPECTIONS LLC after one year from the date of the inspection.

9. Payment of the fee to INSIGHT INSPECTIONS LLC (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

10. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.

11. Termite inspections are completed by a licensed pest control company in the state of Kansas. As a courtesy, the fee is paid to INSIGHT INSPECTIONS LLC, but transferred to the pest control company. INSIGHT INSPECTIONS LLC is not licensed to inspect for termites and assumes no responsibility. CLIENT understands and agrees that INSIGHT INSPECTIONS LLC, is not a party to the termite inspection and is not held accountable for the termite inspection. If a problem arises, INSIGHT INSPECTIONS LLC has no control or represents the pest control company in anyway. Any litigations regarding termites will be directly involved between the CLIENT and pest control company.

12. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it. This agreement is not transferable or assignable.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT BEFORE RECEIVING THE INSPECTION REPORT.

CLIENT OR AUTHORIZED REPRESENTATIVE (PRINT)

EMAIL ADDRESS TO SEND REPORT

CLIENT OR AUTHORIZED REPRESENTATIVE (SIGNATURE)

DATE