

Skyline Inspection Services

Client Name: _____

Date: _____

Current Address: _____

City/State/Zip: _____

HM#: _____ WK# _____

Services: _____ Fee: _____

Property Address: _____

CAREFULLY REVIEW THIS CONTRACT, STOP THE WORK & HAVE YOUR ATTORNEY RECEIPT IF YOU WISH.

This agreement is intended to set forth the terms by and between the above listed home Inspection Company (Consultant) and the above listed Clients for an inspection and report on the above listed property. The Client(s) expressly understands that the Consultants inspections are based upon the Standards of Practice of the American Society of Home Inspectors (ASHI). These standards and any other limitations or disclaimers found throughout this report are hereby made part of this contract.

The Client(s) further understand that the inspection provided is essentially visual, and is not technically exhaustive, and does not imply that every defect will be discovered.

Not included in the inspection unless otherwise noted are the evaluation of air or water quality, the presence or absence of any environmentally hazardous materials or compliance with any past, present or future governmental codes or regulations. This inspection includes a wood destroying organism report. Should any of the above-mentioned additional services be contracted for the Client(s) expressly understand that they carry the standard contract limitations as laid out in this agreement.

EXCLUSIONS & LIMITATIONS

1. The inspection and report excludes and does not intend to cover any and all components, items and conditions that by nature of their location are concealed, otherwise difficult to inspect or in the opinion of the inspector, the inspection of which would be hazardous to the parties, involved to the system itself.
2. The inspection report excludes and does not intend to cover any swimming pool, tennis court, playground equipment, or other recreational or leisure appliance. Also excluded are all conditions considered cosmetic or janitorial in nature.
3. The inspection and report are furnished on a "**Professional Opinion Only**" basis. The Client(s) understand and accepts that the inspection and report carry a maximum liability for mistakes, errors, or omissions of an amount not to exceed the amount originally paid by the Client(s) for the inspection.
4. The inspection and report is not intended or to be considered as a guarantee or warranty, expressed or implied, including, any implied warrant of merchant ability or fitness, items and systems inspection and it should not be relied upon as such.

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5. The Consultant assumes no liability and shall not be liable for any consequential damages, bodily injury and property damage of any nature.
6. The Inspection and report is not intended to reflect the value of the premises, nor to make any representation as to the advisability or inadvisability of purchase.
7. This report is made for the exclusive use of the above listed client. Any copying or distribution to third parties without the express written permission of the Consultant is prohibited. The Consultant accepts no liability for third party claims.
8. The inspection and report is based solely on the observations of the conditions that existed at the time of the Inspection.
9. The Client(s) agree to notify the Consultant in writing (or by phone in case of emergency) of any items in question and to allow the inspector access to the property to evaluate these items before any corrective action is taken. The Client(s) agrees and understands that any repairs or corrective action taken without providing proper notification to the Consultant voids any guarantee and relieves the Consultant of any and all liability.
10. The Client(s) and Consultant hereby agree to submit any dispute, controversy or claim (except payment of fee) arising out of or relating to this agreement or breach thereof to final and binding arbitration under the arbitration rules of the Construction Arbitration Services, Inc. and use the Standards of Practice before mentioned as the gauge. The decision of the Arbitrator appointed there under shall be final and bonding and judgment award may be entered in any Court of competent jurisdiction.
11. It is further agreed that if the Client(s) make a claim against the Consultant for any alleged error, omission or other act arising out of this work and Fail to prove such claim they will pay any and all attorney's fees, arbitrator's fees, legal expenses and costs incurred by the Consultant in the defense of the claim. The parties also agree that no action may be brought to recover damages against the Consultant more than six months after delivery of the Consultant's report to the Client(s).
12. "Chapter 411 of the Kentucky Revised statutes contains important requirements you must follow before you may file a lawsuit for defective construction against the home inspector of your residence. You must deliver to your home inspector a written notice of any conditions you allege that your home inspector failed to include in the home inspection report and provide your home inspector the opportunity to make an offer to repair or pay for defects. You are not obligated to accept any offer made by the home inspector. There are strict deadlines and procedures under state law, and failure to follow them may affect your ability to file a lawsuit."
13. It is not the responsibility of the inspector to communicate to the seller/owner any requests that personal belongings be removed or for systems to be made accessible. Also systems that cannot be tested due to weather conditions will be noted as not inspected in the report. Return visits to re-inspect non-working, inaccessible or not inspected components are subject to a \$125.00 return trip fee

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Report #

OBJECTIVE OF THE SKYLINE INSPECTION SERVICES HOME INSPECTION REPORT

A standard inspection is intended to help the client in the evaluation of the overall condition of the property. It is based on the visible and apparent condition of the property and its components at the time of the inspection.

STATUS DEFINITIONS

The following are the ratings and definitions used to report the condition of each system and its components. A check or *X* in the proper column will indicate the rating.

ACC = Acceptable: The item is performing its intended function as of the date of the inspection, but is not a representation of any continued acceptable use.

R/R = Repair or Replace: The item is unsafe, unsound, inoperative, in short not working like it is supposed to.

NPT = Not Present: The item does not exist in the structure being inspected.

NTI = Not Inspected: The item was not inspected due to: being not visible, inaccessibility or seasonal (weather) impediments. The inspector cannot comment on items not inspected.

M = Usually applies to Safety Improvements, but may also refer to maintenance items.

Additional available Services:

While it is wise to ask for competitive bids we offer the following services to be performed at the time of the home inspection:

Radon - I choose to have a radon test of the home according to EPA Protocol by a NEHA Certified Radon Measurement Professional Yes No

Wood Destroying Insect – I choose to have the home inspected by a licensed Kentucky Pest Control Officer Yes No

Client agrees to release reports to seller/buyer/Realtor®: Yes No

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY BOTH PARTIES

I have read, understand, and agree to be bound by the terms of this contract, or have reinitiated them in writing to my satisfaction. I understand that I am under no obligation to go forward until I execute this agreement.

In addition I am also aware that this agreement contains a limitation of liability and an Arbitration Clause that are legally binding on both parties. I understand that the authorization of this inspection constitutes acceptance of this agreement in full as well as acceptance of responsibility for the fee specified above.

Client Signature(s)

Date

Client E-mail:

Consultant Signature(s)

License # KY 2006

Date