

Medley Home Services

CONSULTATION AGREEMENT

75 Riley Circle
Calvert City, KY 42029
(270) 703-8874
Fax: (888) 735-8036
Terry@medleyhomeinspection.com

Client(s): _____ Phone: _____

Property Address: _____

Consult Date/Time: _____

Please read and sign this Consultation Agreement, which becomes part of the final agreement. This document explains the Scope of the Consultation, Limits of the Consultation, General Exclusions, Terms and Conditions, Limitations of Liability, and an Arbitration Agreement. You may call us for an explanation of this agreement or any aspect of the report which you do not fully understand.

SCOPE OF CONSULTATION

The purpose of the consultation is to report the general condition of the renovation/project area and identify and disclose components and work needed to accomplish renovation and an estimated cost thereof.

The consultation does not include evaluation of areas outside of the project area, including, but not limited to: detached garages/carports/patios/decks or other structures unless explicitly specified.

The client is encouraged to accompany the MHS Representative during the consultation. Client participation shall be at the client's risk for personal injury or damage to person or property for any reason or from any cause. The consultation and report are performed and prepared for the sole, confidential and exclusive use and possession of the client(s).

LIMITS OF THE CONSULTATION

The consultation is limited to the readily accessible and visible systems, equipment and components of the home. The MHS Representative will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this consultation or otherwise to expose concealed or inaccessible conditions. The consultation will not include destructive testing of any kind.

GENERAL EXCLUSIONS

The following conditions are NOT within the scope of the consultation:

- 1) Water or air quality
- 2) Presence of toxic or carcinogenic matter emitted from the ground, building materials, in water or air supply or from the operation of any equipment.
- 3) Items that are obstructed, inaccessible or not in plain view.

- 4) Mold or mold type.
- 5) Animal or insect infestations.

Examples of the conditions excluded above include the presence or absence of environmental hazards, asbestos, lead paint, lead pipes, lead solder, radon, urea formaldehyde insulation, toxic wastes, polluted water, mold, or termite/pest infestation. It is the responsibility of the client to conduct further consultation by qualified consultants to disclose the presence of these contaminants and the means of remediation.

THE CONSULTATION AND REPORT ARE NOT A GUARANTEE OR WARRANTY that the estimate(s) and reports encompass hidden or unforeseen costs.

TERMS AND CONDITIONS:

A. The Client recognizes that this report is solely for the benefit of the Client and that any person or party designated by the Client to receive information in this report shall be subject to the TERMS AND CONDITIONS contained herein.

B. The client agrees that any claim arising in connection with this agreement shall be made in writing to the Company at the address above by certified mail, return receipt requested within 10 days after discovering any problem.

C. The client agrees to allow the consultation company to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the consultation company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims client may have against the Company.

D. The Client agrees that, to the extent allowed by law, any damages or breach of this contract or report are limited to the amount of the consultation fee only. Furthermore, the Client agrees to pay all attorney fees should the Client pursue a civil action against the Company, and fail to prevail.

E. The Client agrees that this agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties and supported by valid consideration.

LIMITATION OF LIABILITY AND ARBITRATION AGREEMENT:

It is understood and agreed that the Company (Medley Home Services (MHS)) is not an insurer and that the consultation and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The Client hereby releases and exempts the Company and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature.

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 consultation or consultation report shall be submitted to final and binding arbitration under the rules of the state. The decision of the Arbitrator appointed thereunder shall be final and binding judgment on the Award that may be entered in any Court of competent jurisdiction.

CONSULTATION FEE: \$ _____

(Does not have to be pre-filled.)

ACKNOWLEDGEMENT:

I, the undersigned, have carefully read the preceding Consultation Agreement and Description and fully understand and agree with the limitations, exclusions and terms described.

Client Signature: _____ Date _____

Agent for Client Signature: _____

Client Email: _____