



TALON

Home Inspections

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HOME INSPECTION AGREEMENT

Client(s) Name: _____

Client(s) Present Address: _____

Address of Inspected Property: _____

Date of Inspection: _____ Time of Inspection: _____

Inspected By: _____

PLEASE READ THIS DOCUMENT AND ATTACHED ADDENDUM(S) CAREFULLY. IT CONTAINS PROVISIONS THAT LIMIT SOME OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. IF YOU HAVE ANY QUESTIONS REGARDING THE TERMS OF THIS HOME INSPECTION AGREEMENT YOU SHOULD DISCUSS THEM WITH THE INSPECTOR PRIOR TO SIGNING THIS AGREEMENT.

The Client authorizes the Talon Home Inspections, hereinafter referred to as "the Company", to provide the following inspection services at the above identified Subject Property, and agrees to pay the price stated to the Company for the performance of the inspection(s) and issuance of the inspection reports(s).

The total fee for the Home Inspection is \$_____. Payment is expected before or at the time of inspection. All expenses incurred in collecting any overdue payments or returned checks are the responsibility of the Client. Payment can be made by cash or check.

REPORT DISTRIBUTION:

The Client controls the distribution of all inspection reports. Upon completion of the Home Inspection the Company will ask the client if they wish for the report or summary to be released to a third party and if so, will obtain a signed authorization release of report form from the Client which will nominate the third party(s).

NOTE: IMPORTANT LIMITATIONS AND EXCLUSIONS OF THIS HOME INSPECTION AGREEMENT ARE CONTAINED IN THE ATTACHED ADDENDUM ENTITLED *LIMITATIONS AND EXCLUSIONS OF THE HOME INSPECTION AND REPORT*. PLEASE READ THE ADDENDUM CAREFULLY. PLEASE FEEL FREE TO ASK ANY QUESTIONS.

For all other services provided by the company, if any, the terms and conditions of such services are contained in the additional attached Agreements and/or Addendums.

I have read and agree to each of the terms, conditions, limitations and exclusions of this Home Inspection Agreement and the attached addendum(s).

Clients Signature: _____ Date: _____

Clients Name: _____

(Please Print)

LIMITATIONS AND EXCLUSIONS OF THE HOME INSPECTION AND REPORT

CLIENT AND COMPANY (Company is also defined to include any and all inspectors who perform the contracted-for inspections as an employee or independent contractor of the Company) agree to the following terms and conditions:

"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 THE 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."

1. Client Attendance and Permission to Access Subject Property:

The Client acknowledges that Client and/or any authorized representative has been encouraged to attend and participate in the inspection and recognizes that failure to do so may result in less than a complete understanding of the findings. The Client further acknowledges that such participation is at the Client's own risk. The Client warrants that permission has been secured for the Company to enter and inspect the Subject Property.

2. Standards of Practice:

The scope of this inspection is defined and limited by the standards, limitations, exceptions and exclusions as contained in the National Home Inspection Standards of Practice of the National Association of Home Inspectors, Inc. ("NAHI® Standards of Practice"). A copy of these standards and exclusions is attached.

http://www.nahi.org/wp-content/uploads/2014/07/SOP-Master_final_7_30_2014.pdf

and, the provisions of KRS 198B.700, et. seq, KRS 411.270, et. seq, KRS 413.246, 815 KAR 6:010, et. seq and this Pre-Inspection Agreement. Inspections performed under the NAHI® Standards of Practice are basically visual and rely upon the opinion, judgment and experience of the inspector, and are not intended to be technically exhaustive. The inspection and report are opinions only, based upon visual observation of existing conditions of the inspected property at the time of the inspection.

3. Definition and Purpose of the Inspection:

Home inspection means a visual analysis performed for compensation for the purpose of providing a professional opinion and home inspection report by a licensed home inspector, regarding the condition of a residential dwelling and the dwelling's attached garages and carports, any reasonable accessible installed components, and the operation of the dwelling's systems, including any controls normally operated by the owner of the dwelling, for systems and components in the standards of practice established by the Kentucky Board of Home Inspectors. Home inspection shall not include a code compliance inspection, or an inspection required under the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. secs. 5401 et seq., as amended, and rules and regulations issued there under, or KRS 227.600 regarding manufactured homes.

4. Inspection Report:

The Client and the Company agree that the Company, and its inspector(s), will prepare a written inspection report which shall include the following: (a) a report on any system or component inspected that, in the professional opinion of the inspector, is significantly deficient; (b) the inspector's recommendation to repair or monitor deficiencies reported under paragraph (a) of this subsection; (c) a list of any systems or components that were designated for inspection in the standards of practice adopted by the Kentucky Board of Home Inspectors but that were not inspected; and (d) the reason a system or component listed under paragraph (c) of this subsection was not inspected.

5. Inspection Exclusions:

The Company **IS NOT REQUIRED TO** perform any task, make any determination, or report any condition not specifically included in the NAHI® Standards of Practice, except as may be required by lawful authority.

The Company **IS NOT REQUIRED TO:**

- determine and/or report the cause of any condition identified in an inspection report;
- inspect any component which is not readily accessible or visible;
- move personal property including furniture, stored items, obstructions, or debris of any kind in order to make a component or system accessible;
- lift or move floor, wall, or ceiling coverings or panels;
- access any area, component, or system, or perform any task which may, in the opinion of the inspector, cause damage or injury, or where specialized equipment is needed;
- access any area containing standing water or saturated surfaces;
- inspect buildings, decks, patios, retaining walls, and other structures detached from the house (other than detached garages);
- activate any component or system which has been shut down or winterized, or does not respond to normal controls;
- operate any system when doing so might, in the opinion of the inspector, cause damage to equipment or interfere with pre-programmed settings;
- light any pilot light;
- measure air flow, balance, or pressure;
- inspect elevators, chair lifts, and dumb waiters;
- determine the efficiency, adequacy, or capacity of any equipment or system;
- report any cosmetic defect;
- use any special tool or device, instrument, or testing equipment except as specifically required by the NAHI® Standards of Practice;
- report the presence, location, or condition of utilities, wells, septic tanks, clean-outs, fuel tanks, utility lines, and other similar components which may be buried underground or otherwise hidden or not visible;
- inspect or report the condition of a flue liner, heat exchanger, or water heater tank, coil, or sacrificial rod;
- disassemble, probe, or otherwise cause damage for the purpose of determining the condition of any component or system;
- offer any opinion which requires a license or certification the inspector has not earned, or which exceeds the knowledge or understanding of the inspector;
- test or operate any main disconnect, main water valve, fixture stop valve, float switch, gas valve, fuel oil valve, or fire suppression equipment;
- inspect or report the type or condition of any component or system related to the transport of a manufactured home, included but not limited to wheels, axels, and tongue.

The Company **IS NOT REQUIRED TO OPERATE OR INSPECT:**

- recreational facilities or equipment;
- electronically controlled gates, awnings, and storm shutters, decorative fountain pumps, photo electrically controlled devices except where present at anti-entrapment devices installed at overhead garage type doors, and low voltage devices or systems;
- switches or valves which are not labeled or for which operating instructions are not available or understood, or which are controlled by pre-programmed timers;
- ancillary systems and equipment including but not limited to low voltage wiring, audio/video equipment, intercoms, home security equipment, low voltage relays, smoke, heat, or carbon monoxide detectors, radon vents, antenna, electric de-icing tapes, lawn irrigation system wiring, swimming pool wiring, or any device controlled by a timer, remote control, or programmable device;
- equipment or devices which are shut down, winterized, disconnected from required utilities, or which have been taken out of service in some other manner;
- property, systems, components, or equipment the inspector has reason to believe is common property of a homeowner's association, condominium, or other similar joint ownership arrangement;
- lawn irrigation systems.

The Company **IS NOT REQUIRED TO DETERMINE OR MEASURE:**

- indoor air quality;
- the presence or absence of any form of microbial, biological, chemical, allergenic, toxic, or otherwise hazardous substance;
- the presence or absence of hazardous vapors, liquids, gases, particulates, or residue or other similar substances, including those associated with clandestine drug manufacturing, hazmat sites, landfills, and/or nearby manufacturing, processing, or storage facilities, and similar other sources;
- the presence or absence or the extent of damage caused by termites or other wood destroying organisms, rodents, or other vermin, unless the reporting of damage is required as part of an inspection component or system specified for inspection under the NAHI® Standards of Practice;
- pressure, suction, flow, volume, capacity, calibration, timing, temperature, efficiency, or other operational characteristics or conditions except as may be specifically required under the NAHI® Standards of Practice.

The Company **IS NOT REQUIRED TO COLLECT OR REPORT INFORMATION FROM ANY SOURCE REGARDING:**

- geologic, hydrologic, flood, seismic, electromagnetic, or environmentally hazardous conditions, boundaries, or zones;
- property lines, setbacks, easements, and encroachments.
- the type, health, or condition of any plant except as it may adversely impact the principle structure;
- manufacturers' recalls or conformance with manufacturers' installation, service, or operating requirements;
- past or current violations of, appraisals, or statutes, codes, ordinances, rules, or regulations;
- real estate tax, insurance banking matters. The Client understands and agrees that these Exclusions are in addition to any and all system or component specific exclusions contained in the NAHI® Standards of Practice.

6. Binding Arbitration Provision. Please Read Carefully:

Any dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Home Inspection Agreement or arising out of, from or related to the inspection or the report shall be submitted to final and binding arbitration as conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC. The decision of the arbitrator appointed by Construction Dispute Resolution Services, LLC shall be final and binding and judgment on the decision may be entered in any Court of competent jurisdiction. All proceedings to take place in Kentucky.

NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

7. Disclaimer of Warranty:

The Client understands that the inspection and report do not, in any way, constitute an express or implied warranty, warranty of merchantability or fitness for a particular purpose, guarantee, insurance policy, or repair service contract, agreement, or instrument of any kind concerning the adequacy, performance, or continued performance, of any component or system, in, on, or about the Subject Property. Additionally, neither the inspection nor the report is a substitute for any real estate transfer disclosures that may be required by law.

8. Notice of Claims:

The Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. The Client also agrees to allow the Company ten (10) days to come to the Subject Property to inspect and evaluate any condition complained of by the Client to the Company and not to make, or allow others to make, any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency.

9. Choice of Law:

This Home Inspection Agreement shall be governed by Kentucky law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

10. Systems & Components Not Inspected By Agreement:

The Client and the Company agree that the following systems and/or components of the Subject Property are specifically excluded from the inspection at the request of the Client:

11. Responsibility for Return Inspections:

The Client understands that if any systems and/or components of the Subject Property cannot be inspected due to unforeseen circumstances during the inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the Subject Property at a later date or time to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the report. If Client desires the Company to return at a later date or time the Client hereby agrees that the Company will charge the Client an additional fee of \$50 to \$100 depending upon the component(s) or area(s) to be inspected.

12. Entire Agreement:

This Home Inspection Agreement and any subsequent report issued to the Client by the Company represent 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 change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. The inspection is being performed for the exclusive use and benefit of the Client. The inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

13. Client's Agreement & Understanding of Terms:

By signing this Agreement, the undersigned Client agrees that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above. The Client understands that the Client has a right to have an attorney of the Client's choice review this Agreement before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Agreement, the Client is free to not sign it. The Client understands that the Client may retain another provider to perform the services contemplated by this Agreement. The Client further understands that, should the Client not agree to the terms and conditions set forth in this Agreement, the Client may negotiate with the Company for different terms and conditions.

Clients Signature: _____ Date: _____

Clients Name: _____
(Please Print)

Clients Signature: _____ Date: _____

Clients Name: _____
(Please Print)