



# PRE-INSPECTION NOTICE & AGREEMENT

Inspector Name: Roger Laughary ASHI Member # 263801  
 Inspection Co. Name: Central Home Inspections LLC Co. Ph.: (316) 550-0933  
 Inspection Date: \_\_\_\_\_ Time: \_\_\_\_\_ E-mail: roger@centralhi.net  
 Inspection Address: \_\_\_\_\_ City: \_\_\_\_\_

## THIS AGREEMENT LIMITS OUR LIABILITY – PLEASE READ IT CAREFULLY

**GENERAL** CLIENT engages 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 adopted by the American Society of Home Inspectors (and freely available at ASHI.ORG). The inspection and report are performed and prepared for the CLIENT'S sole, confidential, and exclusive use. CLIENT agrees that CLIENT is bound by the terms of this agreement for any and all related inspections.

**SCOPE OF THE INSPECTION** It is agreed that this inspection will be of readily accessible areas of the dwelling and is limited to visual observations of apparent conditions existing only at the time of the inspection. This inspection will be performed in compliance with the Standards of Practice and Code of Ethics as adopted by the American Society of Home Inspectors. The scope of the inspection is limited to the items listed herein and within the inspection report pages. The home inspection is limited to a visual examination of one or more of the following readily accessible systems and components: **Heating System, Cooling System, Electrical System, Plumbing System, Structural Components, Foundations, Roof Coverings, Exterior and Interior Components.**

**OUTSIDE THE SCOPE OF THE INSPECTION** Unless otherwise stated above or listed in the report, **EXCLUDED ARE:** latent and concealed defects and deficiencies, including all concealed or inaccessible areas due to cover by: soil, walls, wall coverings, floors, floor coverings, ceilings, furniture, personal property, and/or any other barriers whether permanent or movable; inspection for: termites or other wood destroying insects or organisms and their possible related concealed damage; presence of or danger from potentially harmful biological and environmental substances including: toxic or flammable chemicals, electromagnetic radiation, asbestos, lead-based paint, radon, mold, mildew, bacteria, urea formaldehyde, or any other gases or conditions of air or water quality; private water supply or sewage systems; water softener and purifier systems; sprinkler systems, underground piping and any related storage or mechanical devices; saunas, steam baths, and their related fixtures and equipment; solar heating systems; low voltage, audio/visual, and alarm systems; furnace heat exchangers; adequacy, efficiency, or prediction of life expectancy of any system or component; property value or appraisal; repair cost estimates; detached buildings; pools and spas; and any other area or item not specifically listed or described within the report. Inspection is not technically exhaustive and excludes destructive testing or dismantling. **THIS REPORT IS NOT A COMPLIANCE INSPECTION OR CERTIFICATION FOR PAST OR PRESENT GOVERNMENTAL CODES OR REGULATIONS OF ANY KIND.** CLIENT agrees that COMPANY assumes no responsibility for any item or condition which is considered outside the scope of this inspection.

**DISCLAIMER OF WARRANTY and CONFLICT OF INTEREST** It is understood and agreed that COMPANY is not an insurer and report is not a substitute for a Seller's real estate disclosure. Report is not a guarantee or warranty as to the adequacy, performance, or continued operation of its structure, components, or systems. CLIENT acknowledges that COMPANY has not offered or delivered to CLIENT a commission, referral fee, or kickback, and the inspection report fee is not contingent upon the report conclusions or closing of the real estate transaction.

**LIMITATION OF LIABILITY** In the event that COMPANY/INSPECTOR 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 COMPANY/INSPECTOR shall not exceed the total fee paid for the inspection. In the event that the COMPANY/INSPECTOR 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/INSPECTOR is limited to a sum equal to the base inspection fee paid by CLIENT. If requested, COMPANY may be willing to 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 attached 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 determine and declare that any portion of this agreement is void, voidable, 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 upon by either, absent the provisions set forth herein.

**NOTICE OF CLAIM** CLIENT shall provide COMPANY with a written notice of any 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 conditions

**Inspection Fees:**

Home: \$ \_\_\_\_\_ Termite: \$ \_\_\_\_\_ Radon: \$ \_\_\_\_\_  
 Misc.: \$ \_\_\_\_\_ Total: \$ \_\_\_\_\_ *(Payment Due at Inspection)*

Paying by: Check: \_\_\_\_\_ Card: \_\_\_\_\_ Cash: \_\_\_\_\_ Other: \_\_\_\_\_

CLIENT (Name) \_\_\_\_\_

CLIENT (Name) \_\_\_\_\_

By signing below, CLIENT acknowledges that CLIENT received this 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 (Signature) \_\_\_\_\_ Date \_\_\_\_\_

CLIENT (Signature) \_\_\_\_\_ Date \_\_\_\_\_