



TOP QUALITY HOME INSPECTIONS, LLC
PRE-INSPECTION
NOTICE AND AGREEMENT
(READ CAREFULLY)

Larry D. Kohr
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1934 K Road
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www.topqualityhomeinspections.com

Property Address: _____

Inspection Fee: _____

PURPOSE

CLIENT engages COMPANY to conduct a NON-INVASIVE LIMITED VISUAL EXAMINATION and provide a home inspection report. The purpose of the inspection is to inform the CLIENT of visually observable material defects of the residence and its readily accessible systems and components, subject to the LIMITATION OF LIABILITY contained herein.

SCOPE OF INSPECTION

It is understood and 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. The home inspection is limited to a visual examination of three (3) or more of the following readily accessible systems and components, as indicated:

- Heating Systems Cooling Systems Electrical Systems
Plumbing Systems Foundations Roof Coverings
Exterior and Interior Components Structural Components
Other ()

The inspection will be performed in compliance with the Standard of Practice and Code of Ethics as adopted by the Kansas Association of Real Estate Inspectors. The scope of the inspection is limited to the items listed above and within the report pages.

OUTSIDE THE SCOPE OF THIS INSPECTION

Latent and concealed defects and deficiencies are excluded from the inspection; equipment, items, and systems will not be dismantled and destructive testing will not be conducted. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, wall coverings, floors, floor coverings, ceilings, furniture, personal property, or other barriers whether permanent or movable, is not included in this inspection. Additionally, any areas or items not specifically listed above or within the report pages are outside the scope of the inspection. CLIENT agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection, or considered outside the scope of the inspection. THE REPORT IS NOT A COMPLIANCE INSPECTION OR CERTIFICATION FOR PAST OR PRESENT GOVERNMENTAL CODES OR REGULATIONS OF ANY KIND.

NO CONFLICT OF INTEREST

CLIENT acknowledges that the COMPANY has no interest in the property. CLIENT also acknowledges that COMPANY has not offered or delivered to CLIENT a commission, referral fee or kickback for the referral of any business. CLIENT further acknowledges that CLIENT has not engaged COMPANY to perform an inspection or prepare a report contingent upon conclusions in the report, pre-established or prescribed findings or the closing of the underlying real estate transaction.

NOTICE OF CLAIM

CLIENT shall provide COMPANY with a written notice of a claim for damages within ten (10) business 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.

STATUTE OF LIMITATIONS

CLIENT acknowledges that any action to recover damages for any act or omission by COMPANY/INSPECTOR relating to the home inspection or the home inspection report must be brought not more than twelve (12) months from the date the COMPANY/INSPECTOR performed the home inspection.

DISCLAIMER OF WARRANTY

It is understood and agreed that COMPANY is not an insurer and that the inspection and report are not a real estate disclosure, guarantee or warranty of the adequacy, performance, or condition of any structure, item, or system at the residence.

MEDIATION

Any dispute, controversy, interpretation or claim of any kind arising out of, from or related to, the inspection, the inspection report, this Agreement, or the services provided in relation to this Agreement shall be submitted to mediation prior to filing suit. In the event the parties cannot mutually agree upon the selection of a mediator, the parties agree that the Midwest Pro-ASHI Chapter of the American Society of Professional Home Inspectors shall select the mediator. The mediator's fees shall be borne equally by the parties.

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 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 agreements. No other representations, promises, statements or assertions have been made by the parties, and no statements or promises have been relied on by either absent the provisions set forth herein.

LIMITATION OF LIABILITY

In the event that the 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 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 the COMPANY/INSPECTOR is limited to a sum equal to the base inspection fee paid by CLIENT. If requested, COMPANY/INSPECTOR 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.

CLIENT

DATE

By signing below, CLIENT acknowledges that CLIENT received this Pre-Inspection Notice and 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

DATE