

**PRE-INSPECTION AGREEMENT**

THIS AGREEMENT is made and entered into by and between <The Inspector> referred to as "Inspector", and \_\_\_\_\_, Referred to as "Client".

In consideration of the promise and terms of this agreement, the parties agree as follows:

1. The client will pay the sum of \$ \_\_\_\_\_ for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at \_\_\_\_\_.
2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.
3. The parties agree that the "Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. If the State/Province where the inspection is performed imposes more stringent standards or administrative rule, then those standards shall define the standard of duty and the conditions, limitations, and exclusions of the inspection.
4. The parties agree and understand that The Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement are done without giving the Inspector the required notice, the inspector will have no liability to the Client. The Client further agrees that the Inspector is liable only up to the cost of the inspection. This clause may be contrary to local law. Please verify applicability Not valid in State/Province of \_\_\_\_\_.
5. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
6. If Client is married, Client represents that this obligation incurred in the interest of the family.
7. This agreement, including the terms and conditions on the reverse side, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State/Province of KY or TN, and if that State/Province laws or regulations are more stringent than the forms of the agreement, the State/Province law or rule shall govern.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. If no State/ Province regulations apply, this report adheres to the Standards, which is available upon request.

Signature Client 1: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

Inspector's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Inspector's Address: 348 E Washington St. License/Certification #: KY-247023 TN-1744

**SEE NEXT PAGE FOR ADDITIONAL TERMS, CONDITONS, AND LIMITATIONS**

**ADDENDUM TO INSPECTION AGREEMENT**

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract any form of negligence, fraud, or misinterpretation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted first to a Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated, please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.

Please note that one signature combines all. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

Signature Client 1: \_\_\_\_\_ Date: \_\_\_\_\_