



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

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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. The inspection and report are performed and prepared for the **CLIENT'S** sole, confidential and exclusive use and possession. **CLIENT** agrees that **CLIENT** is bound by the terms of this Agreement.

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 Home Inspectors Registration Board. 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.** The inspection does not include an examination for the conditions and operation of kitchen-type appliances, central vacuum systems, on-site water supplies, softeners or wells, private waste systems, swimming pools, fire and safety equipment and the determination of the presence of wood-destroying organisms or pests. The inspection does not address the possible presence of or danger from any potentially harmful substances and environmental hazards, including, but not limited to the presence of fungi, mold, mildew, bacteria, asbestos, lead-based paint, urea formaldehyde, gases or condition of air quality, toxic or flammable chemicals, and water and airborne hazards.

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 pursuant to the Kansas Home Inspectors Professional Competence and Financial Responsibility Act, any action to recover damages for any act or omission by **COMPANY** relating to the home inspection or the home inspection report must be brought not more than twelve (12) months from the date the **COMPANY** 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** is found to be liable to **CLIENT** for any errors or omissions which may arise during a home inspection, then the liability of the **COMPANY** is limited so that the total aggregate liability to **CLIENT** shall not exceed \$10,000.00, or the minimum limit as set forth in the Kansas Home Inspectors Professional Competence and Financial Responsibility Act ("the Act"). In the event that the **COMPANY** 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, breach of 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** is limited to a sum equal to the inspection fee paid by **CLIENT**. If requested by **CLIENT**, **COMPANY** will 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 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