

Pre-Inspection Agreement

THIS AGREEMENT LIMITS OUR LIABILITY - PLEASE READ THIS AGREEMENT CAREFULLY

THE PURPOSE FOR THE INSPECTION

CLIENT engages **GREAT PLAINS INSPECTION COMPANY INC.** (hereafter referred to as **COMPANY** in this agreement) to conduct a **NON-INVASIVE LIMITED VISUAL EXAMINATION** and the **COMPANY** will provide the client a written report of their findings. The purpose of the inspection is to inform the **CLIENT** of visually observable material defects of the property and its readily accessible systems and components all subject to the Standards of Practice as adopted by the American Society of Home Inspectors (ASHI). The inspection and report are performed and prepared for the **CLIENT'S** sole and exclusive use and possession. **CLIENT** agrees that **CLIENT** is bound by the terms of this agreement in regards to any and all inspections performed by the **COMPANY**.

SCOPE OF INSPECTION

It is understood and agreed by the parties of this agreement that the scope of this inspection will be limited to a visual inspection of the readily accessible areas of the property existing only at the time of the inspection. The scope of the inspection is limited to the items listed in the inspection report which follows the ASHI Standards of Practice and Code of Ethics which includes visual examination of the following readily accessible systems and components: Structural Components, Exterior, Roofing, Plumbing, Electrical, Heating and Air Conditioning, Interiors, Insulation and Ventilation, and any Fireplaces and Fuel Burning Appliances.

OUTSIDE THE SCOPE OF THIS INSPECTION

Any area, which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, personal property, safety concerns, or any other things is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions, which are concealed from view at the time of the

inspection or exist in any area excluded from inspection by the terms of this agreement.

The following list of areas/items, systems and components are among those NOT included in the inspection, noting that this list is not all inclusive: Building code or zoning ordinance violation; systems or component installation; permit research; structural stability or engineering analysis, geological stability of soils, wave action or hydrological stability, or survey; termites or other wood destroying insects, rodents or other pests; dry-rot or fungus; latent or concealed defects; asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, mold, PCB's or other toxins and environmental hazards, electromagnetic fields; underground storage tanks; proximity to toxic waste sites or other environmental or health hazards; private water or sewage systems; playground equipment and fencing; pools, spas, hot tubs, saunas, steam baths, fountains other types of or related systems and components; repair cost estimates, condition of detached building or pools; building value appraisal; radio controlled devices; automatic gates; elevators, lifts, dumbwaiters; thermostatic or time clock controls; water softener purifiers; radiant heat systems; furnace heat exchanger; solar heating systems; gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off value. Any gas leaks; odors or noise; seismic safety; freestanding appliances, or personal property. Proximity to railroad tracks or airplane routes; boundaries, easements or rights of way; unique/technically complex systems or components; system or component life expectancy; adequacy or efficiency or any system or component; electrical load determination; items specifically noted as excluded in the inspection report; central alarms/smoke detectors; determining the flooding conditions of a basement.

Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures.

CONFLICT OF INTEREST

CLIENT acknowledges that the **COMPANY** has no interest in the property and will not perform any repairs to any items that were found to be in need of repairs

and/or replacement. **CLIENT** acknowledges that **COMPANY** has not offered or delivered to **CLIENT** a commission, referral fee or kickback for the referral of any business and the **CLIENT** acknowledges that the **CLIENT** did not engage **COMPANY** to prepare a report based on findings not found during the inspection process. **COMPANY** will not perform any repairs due to deficiencies found during the inspection as per the guidelines of ASHI.

NOTICE OF CLAIM

CLIENT understands and agrees that any claim arising out of or related to any act or omission of **COMPANY** in connection with the inspection of the property, as limited herein, shall be made in writing and reported to **COMPANY** within ten (10) business days of discovery. **CLIENT** further agrees to allow **COMPANY** to re-inspect the claimed discrepancy prior to any repairs with the exception of emergency conditions. Client understands and agrees that any failure to notify Company as stated above shall constitute a waiver of any and all claims Client may have against Company.

LIMITATION OF LIABILITY

It is understood and agreed by and between the parties hereto that Company's and its officers', agents' or employees' LIMITATION OF LIABILITY for errors or omissions in the inspection or its report is limited and fixed to a refund of the fee paid for the inspection and inspection report. This liability is binding on client and client's spouses, heirs, principles, assigns and anyone else who may otherwise claim through client. Client assumes the risk of all losses greater than the refund of the fee paid for the inspection. Client agrees to immediately accept a refund of the fee paid as full settlement of any and all claims which may ever arise from this inspection. If the **COMPANY** is found to be liable to **CLIENT** for other causes of action, 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 not covered by above then the aggregate limit of liability of the COMPANY is equal to the inspection fee paid by CLIENT for the base inspection. 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. Any legal action or proceeding of any kind, including those sounding in tort or

contract, against COMPANY, or its officers, agents or employees, must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred.

MEDIATION

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract or warranty, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the American Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The decision of the Arbitrator appointed there under shall be final and binding and judgment of the Award may be entered in any Court of competent jurisdiction. The Arbitrator's fees shall be borne equally by the parties to this agreement. If in any arbitration or legal action in which COMPANY is found to be without fault, the CLIENT agrees to reimburse COMPANY for any attorney's fees incurred in any action arising out of this contract.

GOVERNING LAW, SEVERABILITY & ENTIRE AGREEMENT

This agreement shall be governed by Kansas 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. This Agreement represents 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 changes or modification is in writing and signed by the parties. 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.

ACKNOWLEDGMENT

By signing below, CLIENT acknowledges that CLIENT has been given this Pre-Inspection Agreement and 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.

Signature:

Client _____ date: _____

Client _____ date: _____