



PRUITT PROPERTY INSPECTION, INC.

2164 Island Drive • Lexington, Kentucky 40502 • (859) 268-1959

Client: _____ Subject Property: _____

Address: _____

_____ Date: _____

Telephone: _____ Fee: \$ _____

INSPECTION AGREEMENT – READ CAREFULLY BEFORE SIGNING –

1. This report is our opinion of the present condition of the listed components of the subject property. It is based on a visual inspection and, as such, excludes any and all components which, by their nature or location, are concealed, camouflaged or otherwise difficult to inspect. IN SPITE OF OUR BEST EFFORTS SOME DEFECTS WILL BE OVERLOOKED. THE PARTIES AGREE THAT PRUITT PROPERTY INSPECTION, INC. ("PPI") ASSUMES AND HAS NO LIABILITY FOR THE COST OF REPAIR OR REPLACEMENT OF ANY UNREPORTED DEFECTS AND CONDITIONS.
2. This is a non invasive inspection, involving no disassembly of mechanical equipment or opening of walls. Some components are inspected by sampling a representative number. Items not specifically included in the report are beyond the scope of this inspection.
3. This inspection is made in a manner consistent with the Standards of the American Society of Home Inspectors. A copy of those Standards is included with each inspection report and is also available in advance upon request.
4. This report is prepared for the sole, confidential and exclusive use and possession of the client and is non transferable. "PPI" assumes no responsibility or liability to any third parties in connection with this inspection and report.
5. The home inspector performing this inspection is a generalist, not a specialist. He is interested only in whether a component or system is functional or serviceable at the time of the inspection, not whether it is ideal or perfect.
6. This is not a compliance inspection for any past or present governmental codes or regulations.
7. THE CLIENT ACKNOWLEDGES AND AGREES THAT THIS INSPECTION IS NOT INTENDED TO DETERMINE THE PRESENCE OR EVALUATE THE CONSEQUENCES OF ANY OF THE FOLLOWING; **MOLD**, TERMITES, WOOD DESTROYING ORGANISMS, AIR OR WATER QUALITY AND/OR ENVIRONMENTALLY HAZARDOUS MATERIALS.
8. The client agrees that (i) this inspection and report are not to be considered a warranty or guarantee, expressed or implied, (ii) "PPI" is not an insurer against defects or future repair costs, (iii) the fee charged is commensurate with the value of services and level of liability as set forth in this agreement, (iv) the terms herein define the scope of services and risks of "PPI" and its inspector and are not adhesive and (v) the client and "PPI" are of nearly equal bargaining power and this agreement is fair and not unconscionable.
9. TO INDUCE "PPI" AND ITS INSPECTOR TO INSPECT THE PROPERTY AND PROVIDE A REPORT, THE CLIENT AGREES THAT THE MAXIMUM LIABILITY OF "PPI" AND/OR ITS INSPECTOR IS LIMITED TO THE FEE FOR ANY CLAIM, INCLUDING ANY CLAIM FOR NEGLIGENCE, MALPRACTICE, BREACH OF CONTRACT AND/OR FOR BREACH OF ANY STATUTORY, REGULATORY, CODE AND/OR COMMON LAW DUTY. The client releases "PPI" and its inspector from any damage claim which exceeds the amount of the fee. The client acknowledges that "PPI" and its inspector would not inspect the property or provide a report without this limitation of liability. If the client desires "PPI" to assume a greater degree of liability "PPI" will, upon request, consider amending this agreement to reflect the change and increase the fee accordingly.
10. **CHAPTER 411 OF THE KENTUCKY REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE HOME INSPECTOR OF YOUR RESIDENCE. YOU MUST DELIVER TO YOUR HOME INSPECTOR A WRITTEN NOTICE OF ANY CONDITIONS YOU ALLEGE THAT YOUR HOME INSPECTOR FAILED TO INCLUDE IN THE HOME INSPECTION REPORT AND PROVIDE YOUR HOME INSPECTOR THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE HOME INSPECTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.**
11. If "PPI" and/or its inspector prevail in any legal action by the client, the client shall pay "PPI" and its inspector's reasonable attorney's fees, court costs and expenses incurred in connection with such claim.
12. The client acknowledges that he/she was advised to read this agreement in advance of the inspection and afforded a reasonable opportunity to do so either by receiving an emailed copy or at www.pruittinspect.com and to notify "PPI" of any objections.
13. It is the express and deliberate intent of the person whose signature appears beside "Client" below to bind all buyer/clients with an interest in this home inspection and report, including spouses, to the terms of this agreement. The signatory warrants that he /she has the authority to do so.
14. If you do not agree with all the above provisions please do not sign below. Simply return the unsigned agreement and report to "PPI" or its representative.

I HAVE READ, UNDERSTAND AND ACCEPT ALL THE TERMS OF THIS AGREEMENT.

Client: _____ Date: _____

Inspector: _____ License No. _____ Date: _____