## **Sherlock Home Inspections LLC**

237 Augusta-Chatham Rd. Augusta, Ky. 41002 606-782-1430/606-584-1648

"Inspect before you Invest"

Hello,

We appreciate you giving us the opportunity to be your home inspectors for your next home purchase. The following is the pre-inspection agreement that you can read, at your convenience. After you have read the pre-inspection agreement, we ask you to sign and fill out your information.

At the payment method section, please check one of our payment options. If you are paying by credit card, you can do so at the time we e-mail your report to you or we can process your payment, by you filling out the credit card information. Once you have paid, you will have instant access to your home inspection report. You can also pay cash or by personal check, in person, at the time of the home inspection, or by sending your payment to our above address, prior to the home inspection. Please make out your check to Sherlock Home Inspections.

Prior to the home inspection, please check with the home owner or real estate agent that all utilities are turned on and we have access to the home. This will assure that we can do a complete home inspection for you.

We abide by the International Association of Certified Home Inspectors

Standards of Practice, which is available at www.nachi.org web site.

Thank You!!!

<b>Inspection Addres</b>	5:

This is our report of a visual inspection of the readily accessible areas of this home or building, in accordance with the terms and conditions contained in the PRE-INSPECTION AGREEMENT, which is a part of this Report and incorporated herein. Please read the REMARKS printed on each page and call us for an explanation of any aspect of this Report, written or printed, which you do not fully understand.

Our COMPANY agrees to conduct an inspection for the purpose of informing the CLIENT of major deficiencies in the condition of the property, subject to the UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY below. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the CLIENT. This report will include the following only:

- \*Structural condition and basement
- \*Electrical, plumbing, water heater, heating and air conditioning
- \*Kitchen and appliances

- General interior, including ceilings, walls, floors, windows, doors, insulation, and ventilation
- General exterior, including roof, gutter, chimney, wall covering, and drainage

It is understood and agreed that this inspection will be of readily accessible areas of the home or building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from the inspection; equipment, items and systems will not be dismantled.

Maintenance and other items may be discussed, but they are not a part of our inspection. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

The inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to radon gas, lead paint, asbestos, urea formaldehyde, toxic or flammable chemicals, mold, and water and airborne hazards. Also excluded are inspections of and reports on swimming pools, wells, septic systems, security systems, water softeners, sprinkler systems, fire and safety equipment and the presence or absence of animals, rodents, termites and other insects.

## UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY

It is understood and agreed that the company is not an insurer and that the inspection and report are not intended to be construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item, or system at the property address. The CLIENT hereby releases and exempts the COMPANY and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage or personal injury of any nature.

In the event that the COMPANY and/or its agents or employees are found liable due to breach of contract, breach of warranty, negligence, negligent misrepresentation, negligent hiring or any other theory of liability, then the liability of the COMPANY and its agents and employees shall be limited to a sum equal to the amount of the fee paid by the CLIENT for the inspection and report.

## SECTION 411.278 OF THE KENTUCKY STATUTORY ACTIONS AND LIMITATIONS:

Notice of Home Inspector's right to cure before commencement of litigation; action not barred if home inspection fails to give notice:

- (1) The home inspector shall, upon entering into a contract for the inspection of a building or residence, provide notice to each client of the home inspector's right to offer to cure a deficient home inspection or home inspection report before a client may commence litigation against the home inspector. The notice shall be conspicuous and may be included as part of the underlying contract signed by the client.
- (2) The notice required by this section shall be in substantially the following form:

"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 THE STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT."

Acceptance and understanding of this agreement are hereby acknowledged:

CLIENT Name (Please Print) >	>	
CLIENT Signature >>	Date>>	
CLIENT Current Address >>_		
CI IENT E mail Address >>		
Phone # >>	Cell # >>	
Please sign here for permission Your report to your agent or of (PAYMENT METHOD)	ther person >>	ection Fee S
	_	Check Credit Card
Exp Date/	Three digit # (on back	c of card)
Andrew Weiss Ky. License # HI-102117	Thank You!!!	Mark Weiss Ky. License # HI-102885