

PRE-INSPECTION AGREEMENT

TFB Building Inspections, LLC
424 Country View St, Wichita, KS 67235
(316) 773-0200 • TFBBuildInspect@gmail.com • TFBBuild.com • ASHI #264500

Property Address _____ Date of Inspection _____

Client Name _____

Address _____

City _____ State _____ Zip _____

THIS AGREEMENT LIMITS OUR LIABILITY - PLEASE READ IT CAREFULLY

PURPOSE

CLIENT engages COMPANY to conduct a NON-INVASIVE LIMITED VISUAL EXAMINATION and provide an inspection report. The purpose of the inspection is to inform the CLIENT of visually observable material defects of the residential dwelling, commercial building, or other structure (hereafter referred to as property) 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. The inspection report is the property of CLIENT and shall not be used by or transferred to others without the consent of the COMPANY. CLIENT agrees that CLIENT is bound by the terms of this Agreement for the initial and any re-inspections.

OUTSIDE THE SCOPE OF THE 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 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 this inspection. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

THE FOLLOWING ARE CONSIDERED OUTSIDE THE SCOPE OF THIS INSPECTION:

(This list is not all inclusive)

- Building code or zoning violations, past or present
- Engineering analysis
- Termites or other wood destroying insects or organisms (including fungus)
- Mold, asbestos, lead, lead-based paints, radon, biological contamination, formaldehyde, water or air quality, electromagnetic radiation, fungi, mildew, bacteria, gases, condition of air quality, toxic or flammable chemicals, water and airborne hazards, or any other environmental hazards
- Property value appraisal or repair cost estimates
- Detached buildings
- Pools or spas, underground piping and mechanical devices
- Private water systems / wells and private sewage systems
- Saunas, steam baths or fixtures and equipment
- Sprinkler systems timers and other timed devices
- Water softener / purifier systems, water supplies, solar heating systems, alarm systems, low voltage systems, kitchen-type appliances, central vacuum systems
- Furnace heat exchanger
- Adequacy or efficiency of any system or component
- Prediction of life expectancy of any system or component

NOTE: At the discretion of the inspector probing may be conducted to determine the condition of a surface or material.

NOTE: Services outside the scope of the inspection may be included in the inspection for an additional fee.

NOTE: Inclusion in the inspection report of any item normally considered outside the scope of the inspection, with or without an additional fee does not void this agreement or insinuate that any additional services may be included with or without a fee.

WITHIN THE SCOPE OF THE INSPECTION

It is understood and agreed that this inspection will be of the readily accessible areas of the property and is limited to visual observations of apparent conditions existing only at the time of the inspection. The scope of the inspection and report is a limited visual inspection of the general systems and components of the property to identify any systems or components listed in the report, which in the opinion of the inspector, are materially defective and in need of major repair or may warrant further investigation or repair. The scope of the inspection is limited to the items listed within the report pages. The inspection is not designed to, nor can it include all issues which may be in need of attention in the property. It is merely a guide for the CLIENT to aid them during the purchase process.

TERMITE INSPECTIONS

COMPANY may recommend to the CLIENT the name of a termite inspection company. CLIENT agrees that COMPANY is not warranting any termite inspection and makes no representations regarding the effectiveness of the same. Any potential liability for a termite inspection is disclaimed by COMPANY. CLIENT is advised to seek the professional expertise of a licensed termite inspector. If CLIENT contracts with a termite inspector, COMPANY is not a party to that contract.

NOT A WARRANTY

It is understood and agreed that the COMPANY is not an insurer. The inspection and report are not a warranty, guarantee, insurance policy or substitute for a real estate disclosure. Warranties are available through real estate agents for an additional fee.

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.

MEDIATION

Any dispute, controversy, interpretation or claim of any kind arising out of, from, or related to, the inspection, this Agreement, or the inspection report, or the services provided in relation to this Agreement shall be submitted to mediation prior to filing suit. In the event the parties cannot agree upon the selection of a mediator, the parties agree that a member of the Midwest Pro-ASHI Chapter of the American Society of Home Inspectors shall act as 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 provisions 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 agreement. 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. Should the CLIENT request that COMPANY assume a greater liability than what is set forth in the LIMITATION OF LIABILITY, the additional liability and corresponding fee shall be defined in a separate document, signed by the parties and the same shall be incorporated into this Agreement

NOTICE OF CLAIM

CLIENT shall provide COMPANY with a written notice of a claim for damages within ten (10) 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. It is the responsibility of the CLIENT to take steps to make immediate temporary repairs to safe guard property or individuals from further harm in case of emergency conditions.

LIMITATION OF LIABILITY

CLIENT acknowledges and agrees that, in the event that COMPANY is found liable to CLIENT for any errors or omissions, breach of contract or warranty, negligence or any other common law theory allegedly resulting from the inspection or in the preparation of the corresponding inspection report, then the liability of the COMPANY is limited to a sum 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

CLIENT _____ DATE _____

David Thompson – Owner/Inspector - Certified ASHI Member # 264500

PAYMENT RECORD

Payment is due at the time of the inspection. Payments not received within 2 weeks of the inspection may be subject to late payment and/or collection fees.

Base Inspection Fee \$ _____ Termite Fee \$ _____ Radon Test \$ _____ Travel Fee \$ _____

Other Fees \$ _____ **TOTAL FEE \$ _____**

Paid By: Check: # _____ Cash Credit/Debit: Exp.Date _____ Security Code _____ Billing Zip Code _____

Card Number _____ Name on Card _____

Company Representative _____ Date _____