



# Preferred Property Inspections

220 Lynne Anne Court • Somerset, Kentucky 42503  
Cell 606-219-2590  
Email: preferredpi@windstream.net  
License # 103444

**THIS INSPECTION CONTRACT LIMITS OUR LIABILITY... PLEASE READ CAREFULLY**

Address \_\_\_\_\_ Contract # \_\_\_\_\_

Client \_\_\_\_\_ Date \_\_\_\_\_ Fee: **See Invoice**

**INSPECTION:** PPI (Preferred Property Inspections) agrees to perform a **non-technically exhaustive visual** analysis of the readily accessible portions of the structural, heating, cooling, plumbing, electrical, and components of the property specified in this contract. The inspection will comply with the Standards of Practice of the Int'l Association of Certified Home Inspectors (NACHI), a copy being available per your request and which is incorporated by this reference herein as if fully rewritten herein. The purpose of the inspection is to provide the Client with a better understanding of the property's general conditions as observed **at the time of the inspection** and to provide a written report of the inspector's observations for a fee. The inspection **cannot** accurately and completely assess all risks, detect all flaws, predict all occurrences, or make any assurances. **Client Initials \_\_\_\_\_ X**

**ENVIROMENTAL:** The Client acknowledges that this inspection is **NOT** intended to detect, identify, disclose or report on the presence of any actual or potential environmental hazards in the air, water, soil or building materials. These concerns or hazards include but are not limited to asbestos, radon, lead, urea formaldehyde, mold, mildew, fungus, odors, noise, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electro-magnetic fields, underground storage tanks, or carbon monoxide. **Client Initials \_\_\_\_\_ X**

**EXCLUSIONS:** The inspector is not required to move personal property, debri, furniture, equipment, carpeting, or like materials, which may impede access or limit visibility. The inspection does not include any destructive testing or dismantling. All limitations, exceptions and exclusions in the Standards of Practice are incorporated herein. No examination will be made to determine compliance with any governmental ordinance, regulation, ADA, or code. **Client Initials \_\_\_\_\_ X**

**LAW:** Kentucky law requires that you give notice to the Inspector and the Inspector has a right to cure problems before any action can be taken. KRS 411.278. The statute also requires that the Inspector include the following notice as a part of the Inspection Agreement.

**NOTICE:** "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." KRS 411.278. **Client Initials \_\_\_\_\_ X**

**LIMITED LIABILITY:** Liability is limited to one year and the cost of the inspection or 500.00 whichever is the least amount. **Client Initials \_\_\_\_\_ X**

**SOLE USAGE:** The Inspection Report is not intended for use by anyone other than the client. No third party shall have any right arising from this contract or the Inspection Report. In consideration of the furnishing of this Inspection Report to parties requested by the Client, the Client agrees to indemnify and hold harmless the Inspector for all damages and liability associated with any third party claim. **Client Initials \_\_\_\_\_ X**

**DISPUTE RESOLUTION-ARBITRATION:** In the event Client has a claim of a breach or failure of warranty, or for negligent inspection, Client shall provide Inspector the opportunity to re-inspect the component or item before client repairs or replaces the component or item. If Client fails to allow Inspector to re-inspect, Client thereby waives any claim against Inspector with respect to the component or item. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of the American Arbitration Association. The decision of the arbitrator shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. Secondary or consequential damages are specifically excluded. If a claim is made against Inspector for any alleged error or omission or other act arising out of the performance of this inspection, and if Client fails to maintain such claim, Client agrees to pay all defense costs and attorney's fees incurred by Inspector. **Client Initials \_\_\_\_\_ X**

This Inspection Agreement was made and entered into in the Commonwealth of Kentucky and shall be governed by the laws of Kentucky.

**I AGREE TO THE TERMS OF THIS AGREEMENT AND REQUEST THE INSPECTION BE DONE.**  
**INITIAL HERE IF A COPY OF THE REPORT CAN BE SENT TO YOUR REALTOR \_\_\_\_\_ XXX**

Signature of Clients \_\_\_\_\_ Date \_\_\_\_\_ **X Please Read, Initial, Sign and Date Where Indicated by the X's**  
\_\_\_\_\_  
Inspector Signature \_\_\_\_\_ Date \_\_\_\_\_

**License # 103444**