

**B and B Inspections, LLC**

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**Inspection Contract**

**This Contract limit's the liability of Band B Inspections, LLC Please read it carefully**

This Contract is made and entered into by and between B and B Inspections, LLC hereinafter referred to as "Inspector", and

\_\_\_\_\_, hereinafter referred to as "Client". In consideration of the promise and terms of this Contract, the parties agree as follows:

The Client will pay the sum of \$\_\_\_\_\_ due upon completion of the onsite Inspection, for a general home Inspection of the "Property", being the residence at Address:

\_\_\_\_\_  
The Inspector will perform a limited visual inspection of, and prepare a written report on the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. The Inspection is essentially visual, is not technically exhaustive, and does not imply that every defect will be discovered. Latent and concealed defects and deficiencies are excluded from the Inspection. Upon request, a sample of an Inspection Report may be viewed prior to executing this Contract.

The Client is strongly encouraged to participate in the inspection and shall be at the Clients own risk for falls, injuries, damage, etc.

B and B Inspections, LLC, does not research product recalls or notices of any kind. A basic home Inspection does not include the identification of, or research for, appliances and other items installed in the home that may be recalled or have a consumer safety alert about it. Any comments made in the report are regarding well known notices and are provided as a courtesy only. Product recalls and consumer product safety alerts are added almost daily. We recommend visiting the following web site if recalls are a concern to you: [www.cpsc.gov](http://www.cpsc.gov)

The parties agree that the "Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the Inspection and are incorporated by reference herein. A copy of the Standards are available upon request.

The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE, OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEMS. \_\_\_\_\_(Clients Initials)

Systems, items, and conditions which are NOT within the scope of the Inspection include, but are not limited to: the possible presence of or danger from any potentially harmful or hazardous substance or environmental hazards such as radon gas, urea formaldehyde, lead based paint, asbestos, toxic or flammable materials, carbon monoxide, molds, fungi, or other environmental hazards; the presence of, or damage caused by, termites or any other wood damaging insects or organism; the presence of rodents and/or other pests or animals; portable household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational or leisure equipment or facilities such as swimming pools or swings; underground storage tanks; energy efficiency measurements; security and fire protection systems; water wells and septic systems; heating system accessories; solar heating systems; sprinkler systems and landscape watering systems; water softener; central vacuum systems; telephone, intercom or cable TV systems and antennae; lightening arrestors; trees, plants and other vegetation; compliance with governing codes, regulations, ordinances, statutes, covenants and manufacturers specifications. Client understands that these systems, items and conditions are excepted from this Inspection. Any general comments about these systems, items and conditions in the report are informal only and DO NOT represent an Inspection.

The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to the Contract. In the event that any person or entity, not a party to this Contract, makes any claim against the Inspector, its employees or agents, arising out of the services performed by Inspector under this Contract, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorneys fees arising from such a claim. The Inspection will not include an appraisal of the value or a survey of the property. The written report is not a compliance inspection or compliance certification for past or present governmental codes or regulations of any kind.

If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by CAMS, Construction Arbitration Mediation Services, before resorting to arbitration. Any unresolved controversy or claim arising from or relating to this contract or breach thereof shall be settled by arbitration administered by CAMS ([www.buildingdisputes.net](http://www.buildingdisputes.net)) in accordance with its' Home Inspection Rules and judgment on

the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All parties to the dispute agree, the same neutral shall serve as both mediator and arbitrator. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the professional home inspection industry and who is knowledgeable about the Standards of Practice of the National Association of Home Inspectors (NAHI). Judgment on any award may be entered in any courts having jurisdiction and arbitration decision shall be binding to all parties. Disputed property and equipment must be made accessible for re-inspection during the settlement process. Secondary or consequential damages are specifically excluded. All claims must be presented within one year from the date of the Inspection. The Inspector is not liable for any claim presented more than one year after the date of Inspection. In the event the Client commences an arbitration and is unsuccessful in it, the Client will bear all of the Inspector expenses incurred in connection therewith including but not limited to: Attorneys fees and a reasonable fee to the employees of the Inspectors to investigate, prepare for, or attend any proceeding or examination. Client may not present or pursue any claim against the Inspector until (1) written notice of the defect or omission is provided to the Inspector and (2) the Inspector is provided access to, and the opportunity to cure, the defect or omission.

In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the inspector at least 72 hours prior to repairing or replacing any such system or component. The Client must allow the inspector to re-inspect the installed system before any repairs or replacement is started, unless such repairs or replacement must be made immediately for safety reasons. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the Standards as stated to follow in this Contract or state law.

Client understands that Kentucky Revised Statutes (KRS) Chapter 198B738 prohibits home inspectors from indicating in writing in the initial home inspection report that any condition is not in compliance with any building code enforced under KRS Chapter 198B.

The following notice is provided in accordance with Chapter 198B of the Kentucky Revised Statutes which became effective July 13, 2004. "CHAPTER 411 OF THE KENTUCKY REVISED STATUTES CONTAIN IMPORTANT REQUIREMENT 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."

The parties understand and agree that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defect or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement is done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client agrees that the Inspector is liable only up to the cost of the Inspection. \_\_\_\_\_ (Clients Initials)

SEVERABILITY: Should any provision of this Contract be held to be either invalid or unenforceable, the remaining provisions of this Contract shall remain in full force and effect.

If client is married, Client represents that this is a family obligation incurred in the interest of the family.

Client agrees to release copies of the home Inspection report to: \_\_\_\_\_

Client agrees that Inspector may advise seller or seller's representatives of safety hazards found during the Inspection at the sole discretion of the Inspector.

By affixing my signature to this document, I acknowledge that I have read and understand this entire Contract.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_