



Pre-Inspection Notice and Inspection Agreement

DATE: _____	TIME: _____ AM / PM	LIMITED STRUCTURE INSPECTION FEE	\$ _____
CUSTOMER(s): _____		ADDITIONAL SERVICES FEE:	\$ _____
INSPECTION ADDRESS: _____		BILL TO CLOSING FEE (Title Company Escrow)	\$ _____
_____		DELAYED PAYMENT FEE	\$ _____
CURRENT ADDRESS: _____		TOTAL FEES	\$ _____
_____		CASH ()	CHECK ()
TELEPHONE NUMBER: _____		INVOICED ()	BTC ()
EMAIL ADDRESS _____		Bill to Closing -- The customer acknowledges and agrees, in the event that payment is not made by the title company, for any reason, the client agrees to pay the inspection company the total amount for the itemized services provided above.	

The CUSTOMER (named above) hereby requests a generalist's visual inspection of the primary building(s) at the above address, to be conducted by McKinney Home Inspections, Inc., herein to be referred to as MHI, for the CUSTOMER(s) sole use and benefit. CUSTOMER(s) warrants that they will carefully read the entire inspection report when they receive it and will promptly call MHI with any questions they may have. CUSTOMER warrants that all approvals necessary have been secured for MHI'S entrance onto the property. CUSTOMER and MHI understand that they are bound by all terms of this agreement. ***The inspection will be performed per the Home Inspection Standards of Practice of the State of Kansas, a copy of which is available upon request or by visiting the Kansas state website at www.ksoinspectors.org***

SCOPE OF INSPECTION:
 The property inspection to be performed for the customer is a non-invasive physical examination of the visible portions of primary building on the property. The subsequent inspection report will inform the CUSTOMER of **MAJOR VISIBLE DEFECTS AS THEY EXIST ON THE DATE OF THE INSPECTION.** Our report is not a cosmetic inspection report and may not report on minor deficiencies.

(Initial) _____

This inspection is limited to a visual examination of the exposed and readily accessible areas of the building, and to this extent includes an evaluation of the following major components:

Foundation	Electrical	Exterior	Walls
Doors/Windows	Sub-floor	Framing	Plumbing
Roofing	Ceilings	Paving	Site Drainage
Heating	Attic	Floors	Venting
Built-in Appliances	Decks	Water Heater	Fireplaces
Chimney	Stairs		

The inspection to be performed is a visual inspection only and does not contemplate or involve the dismantling or moving any object or portion of the premises. Latent and concealed defects and deficiencies are excluded from this inspection. MHI shall have no liability for conditions, which are concealed from view or inaccessible to the inspector. The inspection and report therein is not a warranty, guarantee, insurance policy, or substitute for real estate transfer disclosure which may be required by law.

(Initial) _____

The inspection is limited to the real property and does not include personal property unless so indicated in the inspection report. A random sampling of items such as foundation anchor bolts, window operation, safety glass, cabinetry and electrical outlets are checked. No representation is made as to how long any equipment will continue to function. Maintenance conditions may be discussed, but they are not a part of this inspection.

CONDITIONS OUTSIDE THE SCOPE OF THIS INSPECTION INCLUDE BUT ARE NOT LIMITED TO:

- Code or zoning violations; permit research; easements; rights of way; boundaries; condition of title; previous use; occupancy designation; compliance with manufacturers' specifications.
- Obtaining or reviewing information from any third parties including but not limited to; sellers, occupants, contractors, consultants, attorneys, agents or homeowner associations.
- Evaluating fire-resistive qualities of any system or component.
- Common areas, or systems, structures, or components including but not limited to, those maintained by a homeowner's association.
- **Examination of conditions related to animals, rodents, insects, wood-destroying insects or organisms, microbial growth or damage caused thereby.**
- Any form of engineering analysis, such as structural, geological, and hydrological stability or soils conditions or wave action evaluations; land surveying or architectural examinations.
- **Unique and/or technically complex systems or devices, such as heat exchangers, remote controls, motion sensing devices, alarm systems, fire detection systems (other than smoke alarms), solar systems, air quality control systems, computer controlled devices, automatic timer controls, elevators, satellite dishes, automatic gates, etc.**
- Low voltage electrical systems, such as TV antenna, TV signal cables, telephone wiring, intercoms, security systems, speaker wires, automated equipment, landscape lighting, etc.
- Environmental and health hazards or conditions, including, but not limited to toxic, reactive, combustible and corrosive contaminants. Also wildfire, flood, and geological conditions.
- **Private water or private sewage systems or related equipment, such as wells, private septic systems, sewage pumps, water softeners, water purification systems, etc.**
- Swimming pools, hot tubs, spas, waterfalls, ponds, fountains, saunas, steam baths, or similar fixtures and related equipment.
- Building or property measurements, value appraisal, and costs for corrective work.
- Electrical load calculations; testing of gas shut off valves for gas leaks.

- Latent defects or predictions of life expectancy of components or systems.
- Window-mounted or wall-mounted air conditioners or gas-powered air conditioners.
- **Detached ancillary buildings unless specifically requested and reported within the "Full" inspection report.**
- Gas and electric appliances such as fire pits, barbecues.
- Systems, structures or components which are not permanently installed.
- Advisability of purchase.
- Cosmetic finishes and conditions; landscaping and foliage.
- Fire sprinkler; landscaping sprinklers except as otherwise noted.
- Items specifically noted as excluded or items not specifically identified in the written report.
- Technically exhaustive inspections, evaluations or tests of any type.
- Notification of product recalls defects, or similar notices.
- **Moisture intrusion of inner walls as a result of leaking windows or building components, such as Dryvit, EIFS, synthetic or convention hard coat stucco exterior finishes.**
- Washers, dryers or refrigerators.
- **The utilization or presence of "Chinese Drywall" within the structure or deterioration of any building component due to off-gassing of Chinese drywall.**

SEVERABILITY:

Customer and MHI agree that should a court of competent jurisdiction determine that any portion of this contract is void or unenforceable, the remaining provisions and portions shall remain in full force and effect.

CONFIDENTIALITY OF REPORT:

The inspection report is confidential and is for the exclusive private use of the CUSTOMER only. It is not to be copied or disseminated to any other party without the expressed written consent of MHI. Use of all disclosures contained in the report is specifically restricted to the transaction for which the inspection was performed. Use of or reliance upon the report by other parties, or for other transactions, is strictly prohibited.

DISPUTE RESOLUTION:

CUSTOMER understands and agrees that any claim for failure to accurately report the major visible defects of the subject property, as limited herein above, shall be made in writing and reported to MHI within 10 business days of discovery. MHI agrees to respond promptly to any legitimate complaint. CUSTOMER further agrees that CUSTOMER or CUSTOMER'S agents, employees or independent contractors will make no alterations, repairs or replacements to the claimed condition that is the subject of the "claimed failure to report" prior to a re-inspection by MHI, unless the claim represents an immediate safety or health concern to the occupants or the structure. CUSTOMER waives any and all claims relating to conditions that are altered or repaired without said notice or re-inspection.

(Initial) _____

ARBITRATION:

Any dispute, controversy, interpretation or claims of any kind or nature whatsoever, including, but not limited to, claims for breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to this contract or arising out of, from, or related to the inspection and inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The ARBITRATOR shall be knowledgeable in the business of building inspections. An arbitrator must be selected within one (1) month's time. MHI inspects to the State of Kansas standards of practice and shall be evaluated against these standards. CUSTOMER waives the right to a trial, whether by jury or by the court, and agrees that the decision of the ARBITRATOR shall be final and binding, and that judgment on the award may be entered in any court of competent jurisdiction.

STATUTE OF LIMITATIONS:

MHI or its inspectors shall have no liability for any claim presented 90 days (3) months after the date of the inspection. Claims for damages against MHI and/or the inspector are specifically limited and shall not exceed the amount paid by the client for the home inspection. In the event that MHI agrees to perform additional inspection services outside the scope of the home inspection as defined by the Home Inspection Standards of Practice of the State of Kansas, claims relating to such services may not exceed the amount paid by the client for each such additional service.

(Initial) _____

ACCEPTANCE OF REPORT AND FEE PAYMENT:

The fee for this inspection is due at the time of the inspection. If CUSTOMER does not attend the inspection, the fee must be paid before release of the report. If the CUSTOMER has not signed this agreement, the acceptance of the report shall constitute agreement with all of the terms of this contract. The written report to be prepared by MHI shall be considered the final and exclusive findings of the INSPECTOR regarding the inspection of the property. CUSTOMER shall not rely on any oral statements made by the INSPECTOR prior to issuance of the written report.

PRELIMINARY GENERALIST VISUAL INSPECTION:

CUSTOMER understands that the INSPECTOR is a generalist, knowledgeable in a variety of areas, but does not hold himself as an expert in any field unless otherwise specified. A preliminary generalist inspection and report is an unbiased opinion, based upon the experience of the INSPECTOR. The report identifies the general conditions affecting the subject property on the day of the inspection only. If the INSPECTOR recommends consulting specialized experts for further evaluation(s) or repair(s), it is up to the CUSTOMER, at the CUSTOMER'S expense, to proceed with further inspections or evaluations with experts as selected by CUSTOMER. MHI shall have no liability if CUSTOMER fails to consult specialized experts as recommended by the INSPECTOR.

ACCEPTANCE OF THIS AGREEMENT:

This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No verbal agreements, understandings or representations shall change, modify, or amend any part of this agreement.

I (we) authorize that a copy of the report be provided to _____

By affixing my signature below, I acknowledge that I am either the Customer referenced above or have legal authority to represent the Customer, have thoroughly read, understand and bind the Customer to all the conditions of this agreement. If the CUSTOMER is married, the signing party states they have the authority to bind this agreement for all parties.

CUSTOMER(S): _____ DATE: _____

INSPECTOR: _____ DATE: _____