

# AGILITY HOME INSPECTIONS

Agility Services LLC, 2221 Gladstone Ave. Louisville, KY 40205 (502) 817-0291

Client: \_\_\_\_\_

Property Location: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Telephone No.: \_\_\_\_\_

Fee: \$ \_\_\_\_\_

1. This report is our opinion of the present condition of the listed components of the subject property. It is based on a visual inspection and, as such, excludes any and all components which by their nature or location are concealed, camouflaged, hazardous, or otherwise difficult to inspect. In spite of our best efforts, some defects may be overlooked. THE PARTIES AGREE THAT AGILITY HOME INSPECTIONS / AGILITY SERVICES LLC ASSUMES AND HAS NO LIABILITY FOR THE COST OF REPAIR OR REPLACEMENT OF ANY UNREPORTED DEFECTS AND CONDITIONS.
2. This is a non-invasive inspection, involving no disassembly of mechanical equipment or opening of walls. Some components are inspected by sampling a representative number. Items not specifically included in the report are beyond the scope of the inspection.
3. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). You understand that InterNACHI's SOP contains limitations, exceptions, and exclusions.
4. This report is prepared for the sole, confidential and exclusive use and possession of the client and is not transferable. Agility Home Inspections and its inspector assumes no responsibility of liability to any third parties in connection with this report or inspection. Any third parties who rely on it in any way do so at their own risk and release Agility Home Inspections and its inspector from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us.
5. The home inspector performing this report is a generalist, not a specialist. He is only interested in whether a component or system is functional or serviceable at the time of the inspection, not whether it is ideal or perfect.
6. This is not a compliance inspection for past or present governmental codes or regulations.
7. THE CLIENT ACKNOWLEDGES AND AGREES THAT THIS INSPECTION IS NOT INTENDED TO DETERMINE THE PRESENCE OR EVALUATE THE CONSEQUENCES OF ANY OF THE FOLLOWING: MOLD, TERMITES, WOOD DESTROYING ORGANISMS, AIR OR WATER QUALITY AND/OR ENVIRONMENTALLY HAZARDOUS MATERIALS (INCLUDING, BUT NOT LIMITED TO, LEAD, ASBESTOS, and RADON) UNLESS OTHERWISE INDICATED IN WRITING.
8. This inspection and report are not to be considered as a guaranty or warranty, express or implied, and should not be relied upon as such. It is understood that Agility Home Inspections is not an insurer against defects and future repair costs. The Fee Charged is based solely on the value of the services and scope of the liability set forth herein. If the client desires Agility Home Inspections to assume a greater degree of liability, Agility Home Inspections will consider amending this agreement to reflect the change and adjust the fee accordingly.
9. UNDER THIS AGREEMENT, THE MAXIMUM LIABILITY OF AGILITY HOME INSPECTIONS AND ITS INSPECTOR, FOR ANY REASON, IS LIMITED TO THE COST OF THE INSPECTION AND REPORT. The limitations of liability and inspection scope are material inducements to Agility Home Inspections and its inspector, and neither would enter into this agreement or perform any inspection without such limitations. The client acknowledges and agrees that the limitation of liability protects Agility Home Inspections and its inspector from any claims based on negligence, malpractice, breach of contract and/or breach of any common law duty and expressly limits and caps Agility Home Inspections and its inspector's maximum liability for claims of any type. The client releases and absolves Agility Home Inspections and its inspector from any claim, including allegation of negligence that exceeds the maximum liability set forth above.
10. "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."
11. If a lawsuit or legal action is filed by the client against Agility Home Inspections or its inspector and Agility Home Inspections successfully defend themselves, the client agrees to pay Agility Home Inspections and its inspector's reasonable attorney fees, court costs and other costs incurred in defending such claim.
12. It is the express and deliberate intent of the person whose signature appears beside "Client" to bind all buyer/clients with an interest in this home inspection, including spouses, to the terms of this agreement. The signature below warrants that he or she has the authority to do so.
13. If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

If you do not agree with all the provisions, please do not sign below. Simply return the report to Agility Home Inspections or its representative. You will have no further obligation.

I have read, understand and accept all the terms of this agreement.

Client Signature: \_\_\_\_\_

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

Inspector: \_\_\_\_\_

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