



PRUITT PROPERTY INSPECTION, INC.

2164 Island Drive • Lexington, Kentucky 40502 • (859) 268-1959

Client: _____ Property Location: _____

Address: _____

_____ Date: _____

Telephone: _____ Fee: \$ _____

INSPECTION AGREEMENT

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 or otherwise difficult to inspect. IN SPITE OF OUR BEST EFFORTS SOME DEFECTS WILL BE OVERLOOKED. THE PARTIES AGREE THAT PRUITT PROPERTY INSPECTION, INC. ("PPI") 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 this inspection.
3. This inspection is made in a manner consistent with the standards of the American Society of Home Inspectors. A copy of those standards is included with each inspection report and is also available in advance upon request.
4. This report is prepared for the sole, confidential and exclusive use and possession of the client and is non-transferable. "PPI" assumes no responsibility or liability to any third parties in connection with this inspection and report.
5. The home inspector performing this inspection is a generalist, not a specialist. He is interested only 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.
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 "PPI" is not an insurer against defects or future repair costs. THE FEE CHARGED IS BASED SOLELY ON THE VALUE OF SERVICES AND SCOPE OF LIABILITY SET FORTH HEREIN. If the client desires "PPI" to assume a greater degree of liability, "PPI" will, upon request, consider amending this agreement to reflect the change and adjust the fee accordingly. The client acknowledges that they were advised to read this agreement in advance at pruitinspect.com and to notify "PPI" of any objections.
9. UNDER THIS AGREEMENT THE MAXIMUM LIABILITY OF "PPI" AND ITS INSPECTOR, FOR ANY REASON, IS LIMITED TO THE COST OF THIS INSPECTION AND REPORT. The limitation of liability and inspection scope are material inducements to "PPI" and its inspector, and neither would enter this agreement or perform any inspection without such limitations. The client acknowledges and agrees that the limitation of liability protects "PPI" 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 "PPI" and its inspector's maximum liability for claims of any type. The client releases and absolves "PPI" 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 "PPI" and/or its inspectors and "PPI" successfully defend themselves, the client agrees to pay "PPI" 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" below to bind all buyer/clients with an interest in this home inspection, including spouses, to the terms of this agreement. The signatory below warrants that he or she has the authority to do so.

If you do not agree with all the above provisions please do not sign below. Simply return the report to "PPI" or its representative. You will have no further obligation.

I HAVE READ, UNDERSTAND AND ACCEPT ALL THE TERMS OF THIS AGREEMENT.

Client _____ Date _____

Inspector _____ Date _____

Pruitt Property Inspection, Inc.