



# Pre-Inspection Agreement

497 Whitetail Drive  
Taylorsville, KY 40071  
(502) 902-4228

brett.beaverson@outlook.com

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**THIS IS A LEGALLY BINDING CONTRACT - PLEASE READ IT CAREFULLY**

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

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

Report Number: \_\_\_\_\_

## **VISUAL INSPECTION DEFINITIONS AND LIMITATIONS:**

1. The Client understands and agrees that this Agreement is a part of the Inspection Report and acceptance of or payment for the Inspection Report by the Client will confirm this agreement, even if Client was not present at the inspection and/or has not signed this agreement.
2. The Client understands that the report and any information therein is intended for the sole and exclusive use of the Named Client in this contract and shall not be used in lieu of any required Transfer Disclosure Statements and shall not be disclosed to any person or persons other than the principals associated with this single transaction. The Client understands that the inspections is not a warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures which may be required by law.
3. Nothing in the report, and no opinion of the Inspector, should be construed as advice to the Client to purchase, or not to purchase, the property. The purpose of the inspection is to identify and disclose to the client any major deficiencies and defects of the systems and components.
4. The Visual Inspection Service is performed in accordance with the Standards of Practice (SOP) as published by the American Society of Home Inspectors (ASHI). According to these standards, this inspection is intended to provide the Client with information regarding the condition of the systems and components of the home as inspected at the time of the home inspection. The specific systems and components of a building to be inspected are listed in these Standards of Practice. A copy or link to SOP is supplied to client with the inspection report and contract.
5. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls or wall coverings, floors or floor coverings, ceilings, furnishings or any other reason or thing, is NOT included in this inspection. Client agrees to assume and release the inspector of all the risk for all conditions which are concealed from view at the time of the inspection.
6. The following are NOT included in the inspection:
  - Recalls or Callbacks of any kind and from any source.
  - Latent or concealed defects
  - Environmental hazards or conditions, including, but not limited to, toxic, reactive, combustible, or corrosive contaminants, wildfire, odors, noise, flood potential, electromagnetic fields, underground storage tanks, asbestos, radon gas, lead paint, urea formaldehyde, PCB's, water or air quality, the proximity to toxic waste sites, or other environmental or health hazards
  - Structural, geological, soil or hydrological stability, survey, engineering, analysis or testing
  - Permit research or validation, code, installation or zoning violations
  - The examination of conditions related to animals, rodents, insects, wood destroying insects, organisms, mold and mildew, or the damage caused thereby
  - Radio controlled devices or low-voltage systems or relays
  - Security or intercom systems
  - Elevators, lifts or dumbwaiters
  - Thermostatic, time clock or photoelectric controls
  - Water softener or purifier systems
  - Furnace heat exchangers, solar heating systems and freestanding appliances
  - Window coverings

Client Initials \_\_\_\_\_



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## 6. (continued)

- The examination or operation of any sewage disposal system or component including, but not limited to, septic tanks, cesspools, and/or any underground system or portion thereof, or ejector pumps for rain or waste
  - Landscape or farm irrigation systems
  - The condition and/or irrigation of trees, shrubs or vegetation of any kind
  - Any item which is hidden from view or impractical to test
  - Any system or component not listed in the ASHI Standards of Practice as an observation requirement
  - Any system or component, condition, or application noted in the report as not inspected, not determined, or not reported on
7. The Client agrees to read the entire report. The Client agrees to immediately contact Beaverson Home Inspections, LLC for copies of any pages found to be missing from any part of the report.
  8. The report is the professional opinion of the Inspector, based on the accessibility of the certain fixed components surveyed. Without dismantling parts of the building and/or its components, and without full use of all utilities, the Inspector may extrapolate conclusions which cannot be confirmed during the inspection.
  9. Beaverson Home Inspections, LLC does not offer any warranty or insurance for the Client or any other person in connection with the Inspection Report. **THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, OF THE INSPECTION SERVICE OR INSPECTION REPORT.** There is also no guarantee or warranty, expressed or implied, for the condition or operation of any system or item inspected or not mentioned in this inspection report.
  10. The Client agrees to submit to the Beaverson Home Inspections, LLC, in written form, any claims or complaints prior to taking any action thereupon. Any legal action or proceeding of any kind, whether sounding in tort or contract, against the Inspector/Inspection Company or its officers, agents, or employees, must be brought within 90 Days from the date of the inspection or will be deemed waived and forever barred.
  11. 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 such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State law.

KRS 411.276 written notice protocols and the Opportunity to Cure.

"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."

12. Any dispute, controversy, interpretation or claim including claims for, but not limited to, 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 or inspection report shall be submitted to final and binding arbitration under Chapter 411 of the Kentucky Revised Statutes.
13. To the extent allowed by law, it is understood and agreed by and between the parties hereto that Beaverson Home Inspections, LLC is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by Beaverson Home Inspections, LLC in the performance of its limited visual inspection and production of a written inspection report as described herein, that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services, and a resulting loss that Beaverson Home Inspections, LLC's liability hereunder shall be limited and fixed in an amount up to or equal to one hundred fifty percent (100%) of the inspection fee, as liquidated damages, and not as penalty, and this liability shall be exclusive.

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14. Neither the inspector, nor his company, shall be liable for any repairs or replacement of any component, system, structure or the property or the contents therein, either during or after the inspection.
15. Review Recommendations: Client agrees and understands that, for the purposes of this inspection, the Inspector is acting as a Commonwealth of Kentucky Licensed Home Inspector in pursuant to the laws of the Commonwealth of Kentucky and not as a professional engineer, plumber, electrician, HVAC Tech, roofer, or other specialized contractor. Any recommendations made by the inspector to the client to engage the services of any of the above referenced specialized contractors or engineer for the purposes of the subject property, shall relieve the inspector for any liability to the client for the inspection and report of those components, systems or structure.
16. Attorney Fees: In the event a client suit in any civil court alleging claims arising out of this agreement or the services performed here under, the client agrees to pay to the inspector all cost, expenses, and attorneys' fees incurred by the inspector, and/or insurer in defense of such a suit. This section shall not apply the arbitration proceedings unless the selected arbitrator finds that the claim brought by client is without merit and the client has been given written notice to the claim's lack of merit prior to the proceedings.
17. The inspector/ inspection company reserves the right to amend, modify or update the inspection report to further explain and /or clarify information and findings in the report for up to 72 hours after the inspection.
18. The inspector has the right to prohibit audio and video recordings of the inspection.
19. The inspector has the right to Stop the inspection at any time for cause. Any fee paid may be prorated for return.
20. The client has the right not to accept the contract including any of its terms and terminate the inspection at no cost to the client.
21. Servability: Client & inspector agree that if a court of competent jurisdiction determines that a portion of this agreement is void or unenforceable the remaining provisions shall remain in full force and effect.
22. Should the inspector show up for a scheduled inspection and for any reason beyond his control, the inspector cannot complete the home inspection, a "show up Fee" of one half of the inspection fee shall be billed and payable in addition to the standard inspection fee.
23. This report is for the sole and exclusive use of the client for whom it was exclusively prepared. Neither the inspector nor Beaverson Home Inspections, LLC shall have any liability whatsoever to any third party using or relying on its contents. The client agrees to defend, indemnify and hold the inspector and the inspection company harmless from any claims resulting from another person relying on the report.

**The Fee for the Visual Inspection and Report is: \$ \_\_\_\_\_.**

CLIENT: \_\_\_\_\_ (sign) \_\_\_\_\_ Date: \_\_\_\_\_

INSPECTION COMPANY: BEAVERSON HOME INSPECTIONS, LLC

INSPECTOR: Brett N. Beaverson (sign) *Brett N. Beaverson* Date: \_\_\_\_\_