

**Elite Home Inspections LLC**  
**P.O. Box 277**  
**Greenville, In. 47124**  
**(502) 648-9294**

**This Contract limits the Liability of Elite Home inspections LLC Please read carefully.**

Client \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

I (Client) hereby request a limited visual inspection of the structure at the address named on page 3 of this contract, for my sole use and benefit. I understand that I am bound by all of the terms of this contract. I further will read the **ENTIRE** inspection report when I receive it.

**Scope of the Inspection:** The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with the American Society of Home Inspectors standards of practice, a copy of which is available upon request. The scope of the inspection is limited to the items listed within the report pages.

**Outside the Scope of Inspection :** Any area which is inaccessible due to soil, walls, floors, carpet, ceilings, furnishings, personal property, debris or other obstructions. Elite Home Inspections LLC is not required to move any of the items which may impede visibility. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection.

The following systems or items are **excluded** from this **limited visual inspection**, whether or not they are concealed:

- Code or zoning violations
- Surveys , site assessments, geologic stability or soil conditions
- Private water/wells, Private sewage/septic systems, below grade drainage systems
- Docks, pools, spas, hot tubs, saunas, playground equipment
- Structural stability or engineering analysis
- Condition of detached buildings (other than garages)
- Water softener/purifier systems or solar heating systems
- Security or fire safety systems, and any wiring not part of the primary electrical distribution system
- Furnace heat exchangers, portable air conditioners, free standing appliances or sprinkler systems
- Radio controlled devices, automatic gates, elevators, lifts, dumbwaiters, or thermostatic or time clock controls
- Personal property, floor or wall coverings, or cosmetic items
- The presence or absence of asbestos, formaldehyde, radon, lead, water or air quality, electro-magnetic radiation, odors, noises, or any environmental hazard
- Termites, ants, rodents, other pest or wood destroying organisms, dry-rot, mildew, or MOLD
- Specific components noted as being excluded on the individual inspection pages
- The adequacy or efficiency of any system or component
- A prediction of life expectancy of any item or system

**Disclaimer of Warranty:** The Client acknowledges that the report is in no way a written warranty, guarantee, insurance policy, or substitute for legally required real estate transfer disclosures. Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If Elite Home Inspections LLC recommends consulting other specialized experts, Client must do so at Client's choice and expense.

**This is page 1 of 3 Please read carefully all three pages**

**This is page 2 of 3 Please read carefully all three pages**

**Confidentiality of the Report:** The inspection report to be prepared for the Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client agrees to indemnify, defend, and hold Elite Home Inspections LLC harmless from any third party claim arising out of Client's unauthorized distribution of the inspection report.

**Attorney's Fees:** The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorney's fees, arbitrator fees and other cost.

**Severability:** Client and Elite Home Inspections LLC agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

**Disputes:** client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within 10 business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by Elite Home Inspections LLC. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

**ARBITRATION:** Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of a recognized arbitration association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgement motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

**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. THIS PARAGRAPH APPLIES TO INSPECTIONS IN KENTUCKY ONLY.

**Radon:** Radon is a cancer-causing natural radioactive gas that you can't see, smell or taste. Its presence in your home can pose a danger to your family's health. Radon is the leading cause of lung cancer in America and claims about 20,000 lives annually. **The U.S. Surgeon General has warned that radon causes lung cancer and that you should test your home.** Elite Home Inspections LLC offers an optional radon test, **it is recommend that your home be tested.**

**This is page 2 of 3 Please read carefully all 3 pages and sign page 3**

**LIMITATION ON LIABILITY : ELITE HOME INSPECTIONS LLC'S LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION REPORT. THE LIABILITY OF ELITE HOME INSPECTION LLC'S PRINCIPALS, AGENTS AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANY KIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSE, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.**

**Client understands that if Client wants an inspection without a limit on liability to a refund of the fee paid for the inspection, Client shall pay an additional fee to receive a report without the limitation.**

\_\_\_\_\_ Elite Home Inspections LLC **may** release a copy of the inspection report to my real estate agent.

\_\_\_\_\_ Elite Home Inspections LLC **may not** release a copy of the inspection report.

Limited Liability inspection Fee	\$ _____
Additional Fee for Removal of Limitation	\$ _____
Optional Radon Test Fee	\$ _____
Other _____	\$ _____
Total inspection Fee	\$ _____

**By signing below you acknowledge that you have read, understand and agree to the scope of the inspection and agree to all of the terms and conditions of this contract. You also agree to pay the fees listed above at the time of the inspection.**

Address of Inspection \_\_\_\_\_

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

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

Elite Home Inspections LLC \_\_\_\_\_ Dated \_\_\_\_\_

**Kentucky License # 2233, Indiana License # 00800002**