

Office: (270) 737-4226

Fax: (270) 737-0441

Agreement for Home Inspection Services

Client Number 2008-

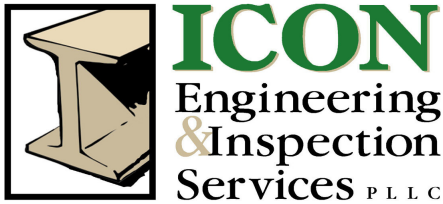
Client/Buyer's Name:	Client/Buyer's Agent:
Email Address:	Real Estate Company:
Current Mailing Address:	Address:
Home Phone Number:	Client/Buyer's Agent Phone Number:
Cell Phone Number:	Client/Buyer's Agent Cell:
Address to be inspected	Listing Agent:
	Real Estate Company:
	Listing Email Address:
Scheduled Appointment Date/Time	Listing Agent Address:
Closing Date:	Listing Agent Telephone Number:
Services Performed: HOME INSPECTION	Contact person's name/ telephone number for access to site

This is an agreement by and between the Client/Buyer and ICON Engineering and Inspection Services, PLLC to inspect the home at the above referenced address. This is intended to be a legally binding agreement.

This is a limited inspection based on visible evidence readily available during the inspection. The Inspector/Engineer will use his skill and judgment to provide an informative and unbiased report. The Client/Buyer understands that no inspection can reveal every detail of a structure or equipment that might be of interest. The verbal and written reports are not to be construed as guarantees or warranties of the condition of the buildings and grounds. The Inspector/Engineer's maximum liability for loss suffered by the Client/Buyer due to any cause is limited to the amount of the Inspector/Engineer's fee paid by the Client/Buyer. **This shall be the sole exclusive remedy for any loss suffered by the Client/Buyer arising out of the Inspector's performance under this agreement.**

Services performed listed as evaluations/reviews/assessments or inspections shall include repair recommendations and/or engineered solutions. These recommendations may or may not be the only solution but will be the professional recommendation of the Inspector/Engineer based on his experience and professional education.

If the property is occupied, the Client/Buyer shall arrange for prompt, clean, and safe entry to all portions of the property including crawl spaces and access doors to crawl spaces.



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Because of the complexity and difficulty of legal involvement, the charge per hour for preparation and attendance at any legal proceeding is \$450.00 with a minimum 5 hour billing. The client/buyer agrees to pay the minimum 5 hour billing at the aforementioned hourly rate directly to the Inspector/Engineer at least 24 hours prior to proceedings.

The Inspector/Engineer's fee for the inspection is \$____.00 to be paid upon commencement of the inspection. The Client/Buyer also agrees to notify the Inspector/Engineer of any cancellation or postponement of the inspection at least 24 clock hours prior to the schedule time and date or pay a cancellation fee equal to 25% of the inspection fee.

The intent of this report is in no way to be construed as a repair list for the seller of the home but an attempt to reveal areas of interest about a particular home to equip the buyer with a better understanding of the home before the purchase.

This inspection shall include only the actual home itself and the living space of the home. Additional fees exist for detached garage(s), sheds and/or barns on the property. The customary rate is \$100 for a detached garage or shed and \$200 for a standing barn. If the Client/Buyer requests the Inspector/Engineer to perform structural integrity assessments and inspections of detached garage(s), shed(s) and /or barn(s) this is to be annotated here by a check mark: _____. The additional amount(s) is to be included in the home inspection payment upon commencement of the inspection. This inspection does not include swimming pools, septic tanks, wells, ponds, asbestos, lead based paint or wood destroying insects. The typical turn around time for home inspection reports to be completed is 2-3 days from the date of the inspection.

The Inspector/Engineer's report shall not include any cost quotes or repair estimates for repairs or upgrades that may be recommended in the home inspection report. Cost quotes or repair estimates are most accurate and reliable when provided to the Client/Buyer by the contractor or contractor's personnel who are going to be hired to perform the work. The Inspector/Engineer may or may not provide a verbal cost range for certain repairs or upgrades based on his personal experience as a home owner or professional experience as an Engineer but these verbal cost ranges are in no way to be held as a guarantee or actual cost quote or repair estimates.

RIGHT TO CURE BEFORE COMMENCEMENT OF LITIGATION: 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 you ability to file a lawsuit.

The Client/Buyer acknowledges that he/she has read and understands this contract, and has received a completed copy.

A handwritten signature in purple ink, appearing to read "Michael S. Childers".

Client/Buyer or Representative Signature

Michael S. Childers, PE