

PRE-INSPECTION NOTICE and AGREEMENT - Sims Inspection Service, Inc. 316-683-1011

Eric Sims - Kansas Home Inspector Registration Number: 0110-0054

THIS AGREEMENT LIMITS OUR LIABILITY - PLEASE READ IT CAREFULLY

PURPOSE: CLIENT engages *SIMS INSPECTION SERVICE, INC.* (hereafter referred to as "COMPANY") to conduct a NON-INVASIVE LIMITED VISUAL inspection and provide a written home inspection report. The purpose of the inspection is to inform CLIENT of visually observable material defects of the residence and its readily accessible systems and components subject to the LIMITATION OF CLAIM as contained herein. The inspection and report are performed and prepared for the CLIENT'S sole, confidential, and exclusive use. CLIENT agrees to all terms of this agreement for both initial inspection, and any future re-inspection.

NOT A WARRANTY: This is not a home warranty, guarantee, or substitute for a Seller's real estate disclosure. Home warranties are available through most real estate agents for an additional fee.

NOTICE OF CLAIM: CLIENT shall provide COMPANY with a written notice of a claim for damages within ten (10) days of the date of the CLIENT'S discovery. CLIENT further agrees to allow COMPANY the opportunity to re-inspect the subject property prior to any remedial measures or repairs, with the exception of emergency circumstances.

OUTSIDE THE SCOPE OF THE INSPECTION: Any areas which are concealed and not exposed to view, or are inaccessible due to cover by soil, walls and/or wall coverings, floors and/or floor coverings, ceilings, furniture, personal property, and/or any other barriers whether permanent or movable, are not included in this inspection. This inspection excludes destructive testing or dismantling, and shall follow the laws, rules, and regulations as set forth by the State of Kansas and the Kansas Home Inspection Registration Board. CLIENT agrees to assume all risk for all conditions which are concealed from view at the time of the inspection, or considered outside the scope of this inspection.

STATUTE OF LIMITATIONS: CLIENT is notified and hereby acknowledges that pursuant to the Kansas Home Inspectors Registration Act, and the terms of this agreement, any action to recover damages for any cause including errors or omissions by COMPANY relating to the home inspection or the home inspection report must be brought not more than twelve (12) months from the date COMPANY performed the inspection.

THE FOLLOWING ARE CONSIDERED OUTSIDE THE SCOPE OF THIS INSPECTION: Building code or zoning violations; engineering analysis, termites or other wood destroying insects or organisms (including fungi) asbestos; lead; radon; biological and environmental contaminations, including MOLD; formaldehyde; water or air quality; electromagnetic radiation; property value appraisal; repair cost estimates; detached buildings; pools and spas; underground piping, storage, and mechanical devices; private water or sewage systems; saunas and steam baths and their related fixtures and equipment; sprinkler system timers and other timed devices; water softener and purifier systems; solar heating systems; alarm systems; low voltage systems; kitchen type appliances; furnace heat exchangers; adequacy or efficiency of any system or component; prediction of life expectancy of any system or component; etc. **NOTE: At the discretion of the inspector probing may be conducted to determine the condition or soundness of a surface or material.**

LIMITATION OF CLAIM: In the event that COMPANY is found to be liable to CLIENT for any acts including errors or omissions which are related to the home inspection or the home inspection report, then the total aggregate for any claim made against the inspector or the COMPANY shall not exceed \$2,000, as set forth in the KSA 58- 4501 (hereafter "the Act"). In the event that the COMPANY is found to be liable to CLIENT from any other cause or causes of action not covered by the Act, (including, but not limited to, breach of contract or warranty, violations of the Kansas Consumer Protection Act, or any other common law theory or statutory violation or claim alleged or found not to be covered by the statutory limitation set forth above), then the liability of COMPANY is limited to a sum equal to the inspection fee paid by CLIENT for the base inspection. If requested by CLIENT, COMPANY will assume a greater liability, but only for an additional charge to be agreed upon by CLIENT and COMPANY. If COMPANY and CLIENT so agree, it will be defined in a separate written and signed document.

WITHIN THE SCOPE OF THE INSPECTION: The inspection and its corresponding written report are based upon a limited visual inspection of the general systems and components of the home to identify systems or components listed in the report which in the opinion of the inspector are materially defective and in need of major repair or further investigation. The scope of the inspection is limited to the items listed within the report pages. It is understood and agreed that the home inspection is limited to a visual examination of the following readily accessible systems and components: (exceptions will be noted in the inspection report) Heating Systems, Cooling Systems, Electrical Systems, Plumbing Systems, Foundation, Roof Coverings, Exterior and Interior Components, Structural Components.

MEDIATION: Any dispute, controversy, interpretation, or claim of any kind arising out of, from, or related to the inspection, this agreement, written inspection report, or the services provided in relation to this agreement shall be submitted to mediation prior to filing any action. In the event the parties cannot mutually agree upon the selection of a mediator, the parties agree that the Kansas Association of Real Estate Inspectors shall select the mediator. The mediator's fees shall be borne equally by the parties to this agreement.

GOVERNING LAW, SEVERABILITY & ENTIRE AGREEMENT: This agreement shall be governed by Kansas law. Should any court or mediator determine and declare that any portion of this agreement is void, or unenforceable, the remaining provisions and portions shall remain in full force and effect. This agreement contains the entire agreement between the parties and it supersedes any previous oral or written agreement. No other representations, promises, statements or assertions have been made by the parties, and no statements or promises have been relied on by either absent the provisions set forth herein.

Base Fee	\$ _____	Address: _____
Radon	\$ _____	
Sprinkler	\$ _____	
Other	\$ _____	
Total:	\$ _____	

Payment is due at the time of inspection

I have read and understand the terms of this contract and agree fully to its conditions and limitations

Date
CLIENT

Date
COMPANY REPRESENTATIVE