



Hunt Home Inspections
2200 N HWY 67, Unit #2409 Florissant, MO 63032
Ph: (314)-324-6237/(314)-437-7351
Jhunthomeinspector.com
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Inspected By: John Hunt 18110403

PRE-INSPECTION AGREEMENT

Prepared For:

Property Address To Be Inspected:

Inspected on: at

Please read and sign this Pre-Inspection Agreement, which becomes part of the final report. This document explains the Scope of the Inspection, Limits of the Inspection, General Exclusions, Terms and Conditions, Limitations of Liability, and an Arbitration Agreement. You may call us for an explanation of this agreement or any aspect of the report which you do not fully understand.

This Pre-Inspection Agreement (the Agreement") is made this , by and between ("Inspector") and ("Client").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Inspector and Client agree as follows:

1. Inspection Fee: For the sum of \$ (the "Inspection Fee") paid by Client to Inspector on or before the date of the inspection, Inspector will (a) perform a limited, non-invasive, visual inspection of the readily accessible installed systems and components of the property located at (the "Property") as such systems and components exist at the time of the inspection (the "Inspection") and (b) prepare a report setting forth Inspector's findings (the "Report"). The Report is only supplementary to any required seller's disclosure.

2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI") posted at <https://www.nachi.org/sop.htm> and American Society of Home Inspectors (ASHI). "Copies of the InterNACHI and ASHI SOPs will be included with the Report,"

3. Disclosure of Report: The Inspection and the Report are for Client's use only. Client gives Inspector permission to discuss Inspector's observations with real estate agents, owners, repair persons, or other interested parties. Client may revoke this permission by initialing below. Client remains the sole owner of the Report and all rights to the Report. Inspector is not responsible for the use or misinterpretation of the Report by third parties, and third parties who rely on the Report do so at their own risk and release Inspector, its officers, employees, and agents, from any liability whatsoever. If Client, or anyone on Client's behalf, provides the Report to a third party who then sues Inspector and/or Client, Client hereby releases Inspector from all liability and agrees to pay Inspector's costs and attorneys' fees in defending any action naming Inspector.

4. No Guarantee or Warranty: Inspector makes no warranties or guarantees express or implied, including any implied warranties of fitness or merchantability, as part of the Inspection or the Report including, without limitation, that all defects have been found or that Inspector will pay for the repair of undisclosed defects; that any of the items inspected are designed or constructed in a good and workmanlike manner; or that any of the items will continue to perform in the future as they are performing at the time of the inspection. Inspector shall not be liable to Client for any special, incidental, or consequential damages.

5. Modifications to the Property: Client understands and agrees that the Report will be null and void if any modification, upgrade, or improvement is made to the Property after the Inspection is performed.
6. Re-Inspection: Any re-inspection must be requested by Client in writing and shall be limited to the specific issues contained in such request but shall otherwise be subject to the terms and conditions of this Agreement.
7. Gas Piping Systems: Because of the potential safety hazards inherent in gas piping systems, Inspector recommends a gas piping inspection be performed before Client purchases a home that has a gas furnace, chimney, or any gas-powered appliances. Inspector does not perform gas piping inspections.
8. Referrals of Third-Party Service Providers: Inspector may make recommendations or referrals to Client of contractors or other tradespersons who perform work not required or not permitted to be performed by Inspector under the InterNACHI or ASHI SOP's, but which are related to the Inspection. However, these recommendations are provided to Client as a courtesy. Inspector does not guaranty any work performed nor shall Inspector be held liable for any such recommendations, or the quality of the work performed.
9. Buy Back Program: Inspector may participate in InterNACHI's Buy-Back Guarantee Program the details of which can be found at www.nachi.org/buy.htm
10. Notice and Waiver. Any claim arising out of or related to any act or omission of Inspector in connection with the inspection of the Property shall be made in writing and reported to Inspector within fourteen (14) days of discovery. Inspector shall have fourteen (14) days to re-inspect the issue giving rise to the claim. Inspector must be allowed access to the Property to evaluate the issue before any corrective action is taken by Client. After notifying Inspector in writing within the time period set forth above, Client may also contact a qualified specialist to make further inspections or evaluations of the issue giving rise to the claim; provided, however, Client agrees that any repairs or corrective action taken without consultation with Inspector shall constitute a waiver of such claim and shall relieve Company of any and all liability.
11. Limitation of Liability. Client agrees that total liability of Inspector for any and all damages whatsoever arising out of or in any way related to this Agreement shall not exceed the Inspection Fee paid to Inspector hereunder.
12. Attorneys' Fees. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.
13. Binding on Others Clause: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective spouses, heirs and successors.
14. Waiver of Statute of Limitations. 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 Agreement or arising out of, from or related to the Inspection and Report shall be commenced within one (1) year of the date of the Inspection, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.
15. Dispute Resolution; Binding Arbitration. 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 Agreement or arising out of, from or related to the Inspection and/or the Report shall be submitted for final and binding arbitration under the Rules and procedures of the American Arbitration Association. Client agrees to pay all required filing fees. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any court of competent jurisdiction.
16. No Rule of Construction. The parties acknowledge that each of them has had ample opportunity for their own counsel to participate in negotiating and drafting this Agreement. Therefore, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.
17. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
18. Non-Waiver. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
19. Integration. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties and shall be construed and enforced in accordance with the laws of the State of Missouri.

INSPECTION FEE:

I, the undersigned have carefully read the preceding Inspection Agreement and Description and fully understand and agree with the limitation, exclusions, and terms described.

Client Signature: Date:

Inspector Signature: Date: