



Contract Agreement Form

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the Property at: _____ The terms below govern this Agreement.

Please check the following service you would like Cornett Home Inspections to provide

- Home Inspection: _____
- Radon Testing: _____
- Mold Testing: _____

1. The fee for our inspection is payable in full at time before/after inspection, but before my written report will be released.
2. Clients warrants that (1) Client has read this Agreement carefully, (2) Client understands the Client is bound by all the terms of this Agreement, and (3) Client will read the entire Inspection Report and follow every recommendation for repairs, maintenance, safety or further evaluation by a specialist. Furthermore, Client agrees that if such actions is not undertaken and documented that Cornett Home Inspections shall be held harmless for any subsequently alleged defects or deficiencies regarding that specific component/system or condition.
3. This report is our opinion of the present conditions of the listed components of the subject property. It is based on a visual inspection of the home/building and provides you with a written report identifying the defects we observed and the material observed. The inspection excludes any and all components which by their nature or location are concealed, camouflaged, inaccessible because of soil, walls, floors, carpets, ceilings, hazardous, or otherwise difficult to inspect. The inspection does not include any destructive testing or dismantling. In addition to the other limitation provisions in this Agreement, Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exists in any area excluded from Inspection by terms of this agreement.
4. The parties agree that Cornett Home Inspections, LLC assumes no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than the fee you paid us.
5. This non-invasive inspection, involving no disassembly of mechanical equipment or opening of walls. Some components are inspected by sampling a representative number. Items not specifically included in the report are beyond the scope of the inspection
6. Our inspection and reports are for your use only. You give us permission to discuss our observation with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use of misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provided the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in the defending any action naming us.
7. This is not a compliance inspection for past or present governmental codes or regulations. This inspection and report are not to be considered as a guaranty or warranty, express or implied, and should not be relied upon as such.
8. Unless otherwise indicated in writing, we will NOT test for the presence or evaluate the consequences of any of the following: MOLD, TERMITES, WOOD DESTROYING ORGANISMS, rodents or other pests, dry rot, fungus, asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, electromagnetic fields, underground storage tanks, sick building syndrome, spas, hot tubs, swimming pools, saunas, steam bath, private water, sewage systems, , low voltage wiring, automatic gates, elevators, lifts, dumbwaiters, thermostatic or time clocks controls, fire pits, pool heaters, gas leaks, previous flood history, free standing appliances, fire sprinkler systems, landscape, personal property, AIR or WATER QUALITY and/or ENVIRONMENTALLY HAZARDOUS MATERIALS.
9. "Chapter 411 of the Kentucky revised statues contains important requirement you must follow before you may file a lawsuit for any 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."



10. If a Lawsuit or Legal action is filed by the client against Cornett Home Inspections and Cornett Home inspection successfully defends themselves, the clients agree to pay Cornett Home Inspection attorney fees, court costs and other costs incurred in defending such claims.
11. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement
12. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

CLIENT: _____

DATE: _____