

Fulcrum Home Inspection, LLC – Pre-inspection Agreement
for

Client(s) _____

Client email(s) _____

This is an Agreement between you, the undersigned Client, and me, the Inspector for Fulcrum Home Inspection LLC, pertaining to my inspection of the Property at _____. THIS AGREEMENT made on _____, by and between Fulcrum Home Inspection, LLC (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree to the terms below which govern this Agreement.

1. The fee for my inspection is _____, payable in full at a time before, during, or after the appointment on the same day, payable to Fulcrum Home Inspection, LLC
2. I will perform a visual inspection of the home/building and provide you with a written report identifying the defects that are (1) observed and (2) deemed material. The report is only supplementary to a seller's disclosure.
3. Unless otherwise noted in this Agreement or not possible, I will perform the inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI") posted at <https://www.nachi.org/sop.htm>. If your jurisdiction has adopted mandatory standards that differ from InterNACHI's SOP, I will perform the inspection in accordance with your jurisdiction's standards. You understand that InterNACHI's SOP contains limitations, exceptions, and exclusions. You understand that InterNACHI is not a party to this Agreement, has no control over me, and does not employ or supervise me.
4. HOLD HARMLESS AGREEMENT: CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.
5. I contract with a third party to store certain information online, such as my inspection reports, and the identity of my clients. In signing my Agreement, you give us permission to do so. I will not sell your personally identifying information. It is the duty of the third party I contract with to keep your information secure. I am not liable for any misuse of that information or their failure to safeguard it. In that event, your sole remedy is against that third party.
6. Unless otherwise indicated in writing, I will NOT test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, I will NOT test for insect infestation or mold. Unless otherwise indicated in writing, I will NOT test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations. If any structure you want me to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for me to inspect and evaluate them. Therefore, the scope of my inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.
7. My inspection and report are for your use only, unless you give me permission to release it in writing and/or discuss my observations with real estate agents, owners, repair persons, or other interested parties. Otherwise YOU will be the sole owner of the report and all rights to it. I am not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release me (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or me, you release me from any liability and agree to pay my costs and legal fees in defending any action naming me. My inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. I disclaim all warranties, express or implied, to the fullest extent allowed by law.
8. LIMITATION ON LIABILITY AND DAMAGES. I assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, my liability is limited to liquidated damages in an amount not greater than the fee you paid me. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that any liquidated damages are not a penalty, but that I intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between me; and (iii) enable me to perform the inspection for the agreed-upon fee.

9. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for an additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing or noted here...

10. If you believe you have a claim against me, you agree to the provisions set forth in KRS 411.276 which requires a Written notice of claim, Offer to remedy or settle, Acceptance or rejection of offer, and Tolling of statute of limitations .As can be found at LRC.KY.GOV under KRS 411.270-411.282, failure to comply with these conditions releases me from liability per KRS 411.278.

(1) THE NOTICE REQUIRED BY THIS SECTION SHALL BE IN SUBSTANTIALLY THE FOLLOWING FORM:

THE HOME INSPECTOR SHALL, UPON ENTERING INTO A CONTRACT FOR THE INSPECTION OF A BUILDING OR RESIDENCE, PROVIDE NOTICE TO EACH CLIENT OF THE HOME INSPECTOR'S RIGHT TO OFFER TO CURE A DEFICIENT HOME INSPECTION OR HOME INSPECTION REPORT BEFORE A CLIENT MAY COMMENCE LITIGATION AGAINST THE HOME INSPECTOR. THE NOTICE SHALL BE CONSPICUOUS AND MAY BE INCLUDED AS PART OF THE UNDERLYING CONTRACT SIGNED BY THE CLIENT

(2) "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."

(3) KRS 411.270 TO 411.282 SHALL NOT PRECLUDE OR BAR ANY ACTION IF NOTICE IS NOT GIVEN TO THE CLIENT AS REQUIRED BY THIS SECTION.

11. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where I have my principal place of business. If you fail to prove any claim against me, you agree to pay all my legal costs, expenses and attorney's fees incurred in defending that claim. You agree that the exclusive venue for any legal action against InterNACHI itself, allegedly arising out of this Agreement or my membership in InterNACHI, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with 30 days' written notice of the nature of the claim in sufficient detail and with sufficient supporting documents that InterNACHI can evaluate it. In any action against me or InterNACHI, you waive trial by jury.

12. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents my entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by me shall be binding unless reduced to writing and signed by one of my authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of my authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against me after one year from the date of the inspection.

13. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees I incur in collecting the fees owed to me. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

14. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

15. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against me by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.

16. 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.

17. The Home Inspection Client must provide written consent to the Home Inspector to release the Home Inspection Report to a Real Estate Agent or other 3rd party.

Fulcrum Home Inspection, LLC

CLIENT(S) _____

INSPECTOR Kenton Graviss CPI- Owner

Initial(s) _____

Initials KJG

Release Report to third parties (Y/N) _____ 3rd Party(s) _____