

**K and K Home Inspections**  
463 West 200 North  
Cedar City, Utah 84720  
435-590-4430 435-586-2281  
kandkhomeinspections@outlook.com

# PRE-INSPECTION AGREEMENT

Please read carefully. Entire fee is due and payable prior to inspection.

In consideration of payment of the inspection fee set forth below, K and K Home Inspections ("K and K") agrees to conduct an inspection and prepare a written Inspection Report ("Report") to alert the Customer of any major deficiencies in the property's condition in the following areas: structural condition; electrical, plumbing, hot water heater, heating and air conditioning; quality, condition and life expectancy of major systems and appliances; basement, including water problems; Kitchen and appliances; general interior, including ceiling, walls, floors, insulation and ventilation; general exterior, including roof, gutter, chimney; drainage and grading, of the lot. "K and K" performs the inspection and prepares the report for the sole, confidential and exclusive use and possession of the CUSTOMER.

Customer understands and agrees that the inspection will be of the readily accessible areas of the property and is limited to visual observation of apparent conditions existing at the time of the inspection only. Excluded from the inspection are latent and concealed defects and deficiencies. Equipment, systems or other items will not be dismantled during inspection.

"K and K" will perform the inspection in accordance with professional standards of the practice, which is incorporated herein by reference. The inspection will be completed at the location designated on the inspections conditions page of the report. All inspection information will be conveyed to the customer or the customer's representative in the report. "K and K" accepts no responsibility for use or misrepresentation by third parties of the inspection or the report.

Maintenance and other items may be discussed, but they are not part of the inspection. The inspection is not a compliance inspection of certification for past or present governmental codes or regulations of any kind.

The inspection and report do not address and are not intended to address the possible presence of, or danger from, any potentially harmful substances and environmental hazards including, but not limited to: mold in the air and carpet, radon gas, lead in paint, lead in water, asbestos, urea formaldehyde and toxic or flammable chemicals. Also excluded are inspections of and reports concerning swimming pools, wells, septic systems, central vacuum systems, water softeners or sprinkler systems, and presence or absence of rodents, termites, or other insects.

If the Customer believes that the inspection or report are deficient or inaccurate, then "K and K" reserves the right to re-inspect visually the alleged deficiency and inaccuracies before the customer takes any step to remedy same. Within fourteen (14) days of the inspection, Customer shall give written notice of the alleged deficiency to "K and K". The notice shall state the alleged deficiency and the grounds or basis for the allegations that the deficiency exists.

The parties agree that "K and K", its employees and agents assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies that are either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. **THE INSPECTION AND REPORT ARE NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTION, ITEM OR SYSTEM.**

Customer understands and agrees that if "K and K", its agents or employees are found liable for any loss or damage resulting from a failure to perform any of the obligations under this agreement including, but not limited to negligence, breach of contract, or otherwise, then the liability of "K and K", its agents or employees shall be limited to the amount of the inspection fee paid by Customer.

Resolution of disputes by arbitration – If after the proper notice by Customer, "K and K" has re-inspected, evaluated and addressed any alleged deficiencies in the performance of the inspection or preparation of the Report; and if the parties cannot reach an amicable resolution to same, then both parties agree that the subject matter of the dispute shall be submitted to binding arbitration subject to the rules of American Arbitration Association. The term "dispute" includes any dispute as to the deficiency of the inspection, report, or any other duty of either party arising under this agreement. Furthermore, the parties agree that each shall pay their own attorney fees and shall share equally in the cost of arbitration.

This Pre-Inspection Agreement represents the entire agreement between the parties and incorporates by reference the above referenced Cover Sheet. Changes or modifications to this agreement shall be in writing and signed by the parties. This agreement shall inure to the benefit only to the parties signing this agreement, and shall not inure to the benefit of any successor or assign of either party.

Acceptance and understanding of this agreement are hereby acknowledged on this \_\_\_\_ day of \_\_\_\_\_, in the year 2016.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City and State: \_\_\_\_\_  
Job Address: \_\_\_\_\_

By: \_\_\_\_\_  
K and K Home Inspections

By: \_\_\_\_\_  
Customer/Agent

Total Fee: \$ \_\_\_\_\_

Customer's E-Mail: \_\_\_\_\_ Form of Payment: Visa \_\_\_ MasterCard \_\_\_ Discover \_\_\_ Check # \_\_\_\_\_ Cash \_\_\_\_\_