



HOME INSPECTION CONTRACT

GENERAL

APEX Home Inspection Services LLC, (APEX), will perform an inspection of the readily accessible and viable areas of the following items listed below, as they pertain to basic structural integrity, mechanical integrity and/or elements of safety relative to the subject property. APEX inspections meet or exceed state and national standards of practice as set by the National Association of Home Inspectors (NAHI). Copies of these standards are available upon request.

Viable areas are as follows:

- Site, including building perimeter, land grade, walks, driveways, patios
- Foundations, crawlspaces, basements and ventilation
- Exterior
- Roof covering, flashings, gutters and downspouts, and ventilation
- Roof structure, attics and insulation
- Attached garage(s)/carport(s)
- Electrical
- Plumbing/fixtures
- Attic spaces
- Windows
- Heating and cooling systems/appliances
- Kitchens, bathrooms and general rooms/fixtures

PURPOSE, SCOPE AND LIMITATIONS OF THE INSPECTION

1. The purpose of the inspection is to identify visible defects and/or conditions that, in the judgment of the inspectors, adversely affect the function and/or integrity of the items, components and systems.
2. The inspection and the inspection report are not intended to reflect the value of the subject property.
3. Inspections performed by APEX shall not be construed as compliance to any code or governmental regulation.
4. Inspectors will not move furniture, personal, or stored items; lift floor coverings, move attached wall, ceiling coverings, or panels; or perform any tests or procedures which could damage or destroy the items being evaluated.
5. The following are excluded and not limited to: alarms, intercoms, speaker systems, radio controlled devices, security devices and lawn irrigation systems.
6. Excluded from the inspection is the determination of indoor air quality or determination of presence or absence of biological activity, such as molds, insects, birds, pets, mammals, and their consequent physical damage, odors, waste products, and noxiousness.
7. The inspection does not cover the following;
 - a. Outbuildings and unattached garages
 - b. Swimming pools
 - c. Fences
 - d. Hot tubs
8. APEX will not light or activate any system, appliance or item that has been shut down prior to arrival, including but not limited to, heating, cooling, hot water, electrical and mechanical systems.
9. This inspection is not a substitute for a Seller's Disclosure Statement, which may be required by Kentucky law.
10. Mechanical systems are tested using normal operating controls to determine function.
11. Only readily accessible panels are removed to visually inspect the equipment.
12. Any heat exchanger of gas and/or oil furnaces cannot be fully inspected.
13. APEX does not perform carbon monoxide testing.
14. Air conditioners and/or the cooling cycle of heat pumps will not be evaluated if the outside air temperature is below 60 degrees F at the time of inspection.
15. The heat cycle of Heat Pumps will not be evaluated if the outside air temperature is above 80 degrees F at the time of the inspection.
16. Walking on the roof may be prohibited if the roofing materials can sustain damage or, if safety to the inspectors is compromised. The method of this inspection will be decided once the inspectors arrive at the subject property and will be at the sole discretion of the inspectors and is binding upon both parties.
17. The inspection and report are not to be considered as a guarantee or warranty, expressed or implied, regarding the condition and performance of the property or the inspected items, components and systems.

INSPECTION REPORT USE

The inspection and inspection report is intended only for benefit of the client(s) who executes this agreement by signing below and is not intended for use by any third party. APEX is bound by client confidentiality and will not discuss the findings of the inspection with any third party unless authorized to do so by the client. The client may authorize APEX to discuss and/or share the findings of the inspection with any third party(s) by indicating below:

Third Party	Client Approval (Signature)
Specify	
Specify	

FEES AND PAYMENT

All fees are due immediately upon completion of this inspection and prior to delivery of the inspection report unless agreed beforehand. A fee of \$50.00 will be charged for each returned check. Acceptable forms of payment are cash, personal check and major credit cards.

RIGHT TO CURE

Any dispute concerning the interpretation of this agreement or arising from services and information, except for fee payment, shall be resolved in mediation. APEX participates in the Better Business Bureau’s Accreditation Identification Program. This means that APEX has committed to cooperating with BBB efforts to resolve disputes that may rise under this contract. Upon the client’s request, APEX will agree to mutually binding arbitration of certain unresolved disputes. There are limits as to the kinds of claims that may be arbitrated. Call the BBB at (859) 259-1008 or (800) 866-6668 for more information. The parties will select an arbitrator with extensive knowledge of the property inspection industry and who also has an in-depth knowledge of the National Association of Home Inspectors Standards of Practice. Property and equipment in dispute must be made accessible for re-inspection during the settlement process. All parties agree to be bound by the arbitrator’s final ruling. Any costs and fees related to any dispute arising from interpretation of this agreement or arising from services and/or information provided, including fee payment, shall be recoverable by the prevailing party. Such cost and fees include, but are not limited to, arbitration, discovery, consultants, expert witnesses and attorneys.

Notice of home inspector’s right to cure before commencement of litigation, Ref: KRS 411.278

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.

Additional Services _____ Price _____

ACKNOWLEDGEMENT

I understand the fee for the inspection of the subject property located at _____, Kentucky is _____, including the cost of any additional services the client has authorized APEX to perform. Client/Clients is/are authorized to enter into this agreement without any pressure from any other person to do so, and without any undue time constraints. Client agrees to be bound by all terms and provisions of this contract, and confirms there no other written or verbal agreements between the client and APEX.

Client(s) Printed Name(s)

Client(s) Signature(s)

Date

John Elliott, HI-3052

Date