

**Rigler Home Inspections**  
314 W 7th, Hays, KS 67601  
(785) 656-0272  
www.riglerhomeinspections.com  
Kansas Registration #: 1010-0034



## PRE-INSPECTION NOTICE/AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Rigler Home Inspections (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

### PURPOSE

INSPECTOR agrees to perform a visual inspection of the home and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR's inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law.

### WITHIN THE SCOPE OF THE INSPECTION

The scope of the inspection and report is a non-invasive visual inspection of the general systems and components of the home to identify any systems or components listed in the report which in the opinion of the inspector are materially defective and in need of major repair or may warrant further investigation. The scope of the inspection is limited to the items listed within the report pages and in accordance with the Standards of Practice as set forth by the Kansas Home Inspection Registration Board including the following components and systems: structural, roof coverings, attic, foundation, electrical, plumbing, heating, cooling, interior, and exterior.

### OUTSIDE THE SCOPE OF THE INSPECTION

Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice as set forth by the Kansas Home Inspection Registration Board. Although INSPECTOR agrees to follow the State of Kansas Standards of Practice, CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. Any area which is not exposed to view, is concealed, or is inaccessible is not included in this inspection. 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. CLIENT understands this includes but is not limited to building codes, wood destroying insects and organisms, pools/spas, water purifier systems, solar heating systems, furnace heat exchanger, or underground piping systems such as private water, sewage, or sprinkler systems. CLIENT understands that INSPECTOR will NOT be testing for the presence of potential dangers such as radon, mold, asbestos, lead paint, and other environmental hazards or violations. CLIENT agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection, considered outside the scope of this inspection, or that may arise in the future.

### NOTICE OF CLAIM

CLIENT shall provide INSPECTOR with a written notice of a claim for damages within ten (10) days of the date of the CLIENT'S discovery. CLIENT further agrees to allow INSPECTOR the opportunity to re-inspect the subject property prior to any remedial measures or repairs, with the exception of emergency conditions. Failure to comply with the above conditions will release INSPECTOR from any and all obligations or liability of any kind. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

### STATUTE OF LIMITATIONS

CLIENT acknowledges that pursuant to the Kansas Home Inspectors Registration Act, and this agreement, any action to recover damages for any cause including errors or omissions by INSPECTOR relating to the home inspection or the home inspection report must be brought not more than twelve (12) months from the date INSPECTOR performed the inspection. In the event that INSPECTOR is found to be liable to CLIENT for any acts including errors or omissions which are related to the home inspection or the home inspection report, then the total aggregate for any claim made against INSPECTOR shall not exceed \$2,000, as set forth in the KSA 58-4501 ("the Act"). In the event that INSPECTOR is found to be liable to CLIENT from any other cause or causes of action not covered by the Act, (including, but not limited to, breach of contract or warranty, violations of the Kansas Consumer Protection Act, or any other common law theory or statutory violation or claim alleged or found not to be covered by the statutory limitation set forth above), then the liability of INSPECTOR is limited to a sum equal to the inspection fee paid by CLIENT for the base inspection. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

### GOVERNING LAW, SEVERABILITY & ENTIRE AGREEMENT

This Agreement shall be governed by Kansas law. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT agrees that CLIENT is bound by the terms of this Agreement for the initial and any re-inspections. This Agreement is not transferable or assignable.

### PAYMENT

Payment of the fee to INSPECTOR is due upon completion of the on-site inspection, at the closing on the subject property, or upon the failure of the closing of the property. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

### SUBJECT PROPERTY

Client(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

City: \_\_\_\_\_ Inspection Fee: \_\_\_\_\_

By signing below, **CLIENT** acknowledges that **CLIENT** received this Notice and Agreement prior to the home inspection, that **CLIENT** has been given appropriate time to read this Agreement and that **CLIENT** has read, understands and agrees to the terms and conditions contained herein.

Client(s): \_\_\_\_\_ DATE: \_\_\_\_\_

RHI: \_\_\_\_\_ DATE: \_\_\_\_\_