

Under Pressure, Inc.
Chris A. Howell Lic. # HI-2389
PO Box 371
Shelbiana, KY 41562

Office: 606-639-0899
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Pager: 606-437-8011
chrish@underpressureco.com

Inspection Contract

This contract limits the liability of Under Pressure, Inc.
Please Read it Carefully

The inspection contract is provided to you as part of the inspection process so that you may better understand the nature of the inspection performed on the areas and components contained in the report. I urge you to read the inspection scope and to refer to the scope of any item that you may have a question about. In addition to any limitations listed in the following outlines or contained in the report, we do not inspect for codes, design adequacy, capacity, efficiency sizing, value, flood plain location, pollution, environmental issues or potability of water, nor do we inspect for insurability. The inspector will not do research for product recalls or notices of any kind. A home inspection does not include the identification of, or research for, appliances and other items installed in the home that may be recalled or have a consumer safety alert issued about it. Any comments made in the report are regarding well-known notices and are provided as a courtesy only. Product recalls and consumer product safety alerts are added almost daily. Under Pressure, Inc. recommends visiting the following Internet site if recalls are a concern to you. www.cpsc.gov

Inspection Requirements and Limitations:

The building, its components and equipment are to be ready and accessible for inspection on the date agreed upon by Under Pressure, Inc. and the Client. All utilities and pilot lights must be on and all equipment operational so the total inspection can be completed on the same date. The inspector is not obligated to change light bulbs, light pilots, move furniture, obstructions or floor coverings, or remove panels to inspect any part of the building or its equipment. The inspection will be based upon the Standards of Practice of the National Association of Home Inspectors. A copy of the standards can be viewed at www.nahi.org

Foundation and Related Structural Items:

The foundation and related structural components contained in this section will be visually examined. Areas or components located in areas not affording complete visual access without dismantling, uncovering, or the removal of storage or furnishings will be expressly excluded from this report. Walls, ceilings and flooring are examined for deficiencies related to structural performance and water penetration only. Cosmetic damage to walls, ceilings, doors or flooring will not specifically be identified nor addressed in the report. Doors and windows will be examined for proper operation, glazing, and evidence of physical damage. Thermal windows will be examined for the presence of moisture or other signs of seal failure. Early stages of seal failure may not be detectable at the time of the inspection. Cleanliness or weather conditions may affect the inspector's ability to detect seal failure; therefore, only obvious seal damage is reported. Door and window screens are inspected for presence and condition. **The inspector will not** take soil samples, sightings, measurements, use equipment in the foundation inspection. No warranty or guarantee will be issued or implied as to the future performance of the inspected foundation and the opinion rendered will be based on the conditions existing at the time of the inspection.

Chimney and Fireplace:

The inspector will inspect the visible components and structure of the chimney and fireplace, the visible parts of the firebox and flue; however, the inspection **will not** discuss the adequacy of the draft or performance of a chimney smoke test. The damper operation, the presence of non combustible hearth extension, the condition of the lintel, and material surrounding the fireplace, attic penetration of the chimney flue, where accessible, for fire stopping, gas log lighter valves for function and gas leaks, the operation of circular fans when present, and observe the coping or crown, caps or spark arrestor from a ground level at a minimum.

Porches and Decks:

The inspection will inspect porches, decks, steps, balconies and carports for structural performance as to visible footings, joists, decking, railings and attachment points, where applicable. **The inspector will not** inspect detached structures or waterfront structures and equipment without prior agreement on said structures.

Roof, Roof Structure and Attic:

The inspection of the roof covering, flashing, plumbing vent caps, the roof structure, and components located in the attic space will be limited to those areas and items that are accessible and visual without dismantling, uncovering, or removal of storage to inspect. Underlayment, fasteners and all areas not affording proper head clearance will be expressly excluded from this

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inspection. **The inspector will not** walk on roofs when it is determined that damage to the roof structure may result, or when considered unsafe by the inspector. **The inspector will not inspect** for insurability.

Appliances:

All appliances will be operated in the manual mode only. Self-cleaning functions will not be inspected. Appliances will be inspected for proper operation, visible areas of damage, missing or defective parts, leaks, installation as to secure mounting and proper routing of hose connections, and for vibration or excessive noise during the operation of the appliance. **The inspector will not** determine the compacting ability of trash compactors, the grinding abilities of food disposal units, nor the vacuum capabilities of central vacuum systems.

Water Heaters:

The inspection of the water heater's, and heater components will be visual in nature and will be limited to those items listed in the report. **The inspector will not** dismantle any equipment, controls, or gauges to inspect components; operate any valves, when in the inspectors reasonable opinion, damage to property or injury may result; determine proper sizing as to hot water needs; inspect any part, or component that is not completely visual and located in an accessible area; moved stored items or furnishings to gain access to the water heater; determine the remaining useful life of the unit or any component; or remove insulation blanket to gain access to water heater components.

Cooling Systems:

The inspection of the cooling system will be limited to those items listed in the report. **The inspector will not** operate a cooling system when the outside temperature is below 60 degrees Fahrenheit; determine the proper operation of condensate systems; inspect gas-fired refrigeration systems; inspect for the pressure of the system coolant or determine the presence of leaks; determine the efficiency of a system; inspect any equipment which is not in an accessible area or dismantle any equipment, controls or gauges; determine the electrical current draw of the system; program digital-type thermostats or controls; operate any set back features on thermostat or controls; inspect interior components of an evaporative cooler when the unit has been drained or shut down.

Heating Systems:

The inspection of the heat system is visual in nature and is limited to the items listed in the report. **The inspector will not** activate or operate heating systems which have been shut down or which will not respond to normal control devices; determine fully the performance of heat exchangers (this would require dismantling of the system); inspect any equipment unless the equipment is located in an accessible area; dismantle any equipment, controls or gauges; inspect solar heating systems; determine the efficiency or adequacy of a system; activate heating or heat pump systems if the ambient temperatures or other circumstances are, in the reasonable opinion of the inspector, not conducive to safe operation without damage to the equipment; program digital-type thermostat or controls; operate radiant heaters, steam heat or unvented gas-fired heating appliances.

Plumbing Systems:

The inspection of the plumbing system is a visual inspection in nature and will be limited to the items listed in the report. **The inspector will not operate** any main, branch or shut-off valves; inspect any system which has been shut down or otherwise secured; inspect any component which are not visible and accessible; inspect any exterior plumbing components such as water mains, private water wells, private sewer systems, sprinkler systems or swimming pools (unless agreed to by both parties and inspected as a separate inspection apart from the listed items contained in the inspection report); inspect fire sprinkler systems; inspect or operate drain pumps or waste ejector pumps; inspect the quality or volume of well water; determine the potability of any water supply; inspect water conditioning equipment, such as softeners or filter systems; inspect solar water heating systems; determine the effectiveness of anti-siphon devices on appropriate fixtures or systems; operate free standing appliances; inspect private water supply systems, swimming pools or tanks; observe the system for proper sizing, design or use of proper materials; or inspect the gas supply system for leaks. This inspection can not fully determine, in most cases, if a shower pan is damaged and leaking in that most damage is not visual and in some cases prolonged use of water is necessary for leaks to become apparent. Because of the limited nature of the inspection and therefore mentioned possibilities, the inspector does not offer or imply any warranties regarding the absence of shower pan leaks, damage, nor the continual functional use of the shower pan.

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Electrical Systems:

The electrical system is a visual inspection and is limited to the items listed in this report. **The inspector will not** move any objects, furniture or appliances to gain access to any electrical component; remove switch cover plates, except where aluminum wiring is observed in the main or sub panels; inspect any electrical equipment which is not in an accessible area; dismantle any electrical device or control; inspect ancillary systems, such as burglar and smoke or fire systems, antenna, electrical de-icing tapes, cable TV wiring, telephone wiring, load or voltage regulators; or trace wiring origins or wiring destinations.

Reports:

Under Pressure Inc. agrees to provide appropriate reports according to the specific service rendered. The report will indicate which items were inspected, which items are in need of service/repair, or, are not performing the function for which they are intended. Items not included in the report shall not be considered good or bad from any lack of notation. No verbal statements by the inspector shall expand the scope of this agreement or the inspection report, nor will such statements be relied upon when solicited from the inspector by the Client at the time of the inspection or any other time. The report is the property of the Client and may be used for Client purposes only. Distribution of the report by the Client to any party other than their affiliations is prohibited. Distribution of the report to third parties not associated with this inspection is prohibited. *The validity of the inspection report and all of its contents is good for one day (being the day of the inspection).*

The Following Specific Limitations Apply: Design problems are not within the scope of the inspection. The inspector will not determine the operational capacity, quality or suitability for a particular use of items inspected. The company will have no liability for latent defects which cannot be observed by a normal inspection nor can be determined by normal equipment operation; and it is specifically agreed and understood: Mechanical devices and structural components may be functional one moment and later fail or malfunction; therefore, Under Pressure, Inc's. liability is specifically limited to those situations where it can be conclusively shown that the mechanical device or structural component inspected was inoperable or in the immediate need of repair or not performing the function for which it was intended at the time of the inspection. The Client recognizes that there is **NO REPRESENTATION OF WARRANTY OR GUARANTEE** on the future life of the items inspected. The inspector does not take responsibility for reporting non-compliance with any building, electrical, mechanical or plumbing codes established by municipal ordinances or any existing structure. The inspection does not address the presence or absence of any environmental conditions or hazardous substances, including but not limited to mold, toxins, carcinogens, asbestos, lead, etc. and does not address compliance or noncompliance with codes, ordinances, statutes or other regulatory requirements or conditions including without limitation any building code enforced under KRS Chapter 198B.

The intent of the inspector's statements and any or all statements on the inspection report is not to be construed as being an endorsement or a condemnation of any appliance, system, structural component, or the building in its entirety; nor, is the intent to make any statement of property value. The inspection report is not to be construed as a total list of defects, existing or potential.

The inspector encourages the client to obtain a second opinion from a qualified specialist (structural engineer, licensed electrician, licensed plumber, certified factory trained service person, etc.) when there is a condition that they question or have concerns about. The Client has the right to have more than one inspection or more than one inspector. The inspector recommends that all repairs be completed by, or under the direction of, a qualified specialist that is certified, licensed and bonded. Also, it is recommended that the Client obtain a copy of the work order and the paid receipt of all completed work that was performed on the property within the last 6 months.

The inspection and report are furnished on a *Professional Opinion Only* basis. The Client acknowledges and agrees that the inspection and report carry a maximum liability for mistakes, errors, or omissions of an amount not to exceed the Home Inspection Fee. The parties hereto each waive any right to trial by jury in any action or proceeding relating to this Agreement, or any actual or proposed transaction or other matter contemplated in or relating to any of the foregoing.

In the event a dispute arises regarding the inspection, the Client agrees to notify the inspector so as to give a reasonable opportunity to re-inspect the property. The Client further agrees that the inspector can either conduct the re-inspection itself or can employ others (at its expense) to re-inspect the property, or both. In the event the Client files suit against the inspector, the Client agrees to pay all of Under Pressure, Inc's. legal fees, costs of expert witnesses, court costs, costs of depositions and all other such expenses incurred by Under Pressure, Inc. if the Client fails to prevail in the lawsuit. The parties understand and

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agree that the inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any reported or unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement is done without giving the inspector the required 72 hour notice, the inspector will have no obligation to the Client.

Severability:

If Client is married, Client represents that this is a family obligation incurred in the interest of the entire family. The Client agrees to release copies of the inspection report only to those involved in the property transaction (I.E. lending agencies, realtors, sellers etc..) The Client agrees and understands that the inspection report is valid for one day (that being the day of the inspection) and that it cannot be released to third parties interested in the property in the event that the Client decides not to purchase. The Client agrees that the inspector may advise sellers or seller's representatives of safety hazards found during the inspection at the sole discretion of the inspector.

By my signature below, I acknowledge that I have read this agreement and limitations, and that I understand the terms and conditions. The client confirms that there are no other written or verbal agreements between the Client and Inspector. The Client agrees to be bound by this legally binding contract and have executed this agreement without any pressure from any other person to do so. An electronic review and online agreement of this document will be required before the inspection report can be viewed.

The address of the inspection and cost of the inspection are included within your report. The inspector reserves the right to require that payment be made in full before the inspection report is released to the Client.

Client Signature: _____

Date: _____

Inspector's Signature:



Please return a copy of this agreement to Chris Howell at Under Pressure, Inc.