

# Home Inspection Report

This inspection and attached report is prepared for the exclusive use of the listed client, for their confidential use. This report may not be assigned to or otherwise transferred to any other parties. Liability is limited to the party noted below as, client.

This report is prepared by: **Imperial Home Inspections, LLC**  
**1613 E Winterset Circle**  
**Goddard, Goddard 67052**  
**Phone: 316-665-9405 Fax:**

## INSPECTION AGREEMENT & DISCLAIMER

**Property Inspected:** ,

Inspected By: Robert Shannon  
Phone: 316-665-9405

Client:  
Phone:

Imperial Home Inspections, LLC Home Inspection Reports are based on the standards of practice and code of ethics established by the International Association of Certified Home Inspectors. (Use of these standards is part of our reporting system and a copy is available at no cost to our clients, upon request). The inspection is essentially visual, is not technically exhaustive, and does not imply that every defect will be discovered. Latent defects or defects detectable only by invasive means are not addressed. The inspection covers only the items listed on the report for function and safety, not for code compliance. The inspection is not an environmental assessment of the site or building air quality assessment (radon, asbestos, pesticides, mold, etc.) and those items not listed in the body of the report should not be considered inspected. Always check our opinions with specialists, prior to closing since problems or areas of concern may be more extensive upon further investigation.

**This report is intended for the sole use of the client (named above) and is not to be relied upon or shared in anyway with third parties.** NO EXPRESSED WARRANTY IS GIVEN CONCERNING THE BUILDING(S) AND EQUIPMENT FOR THEIR FUTURE USEFULNESS. Client or agent authorization of the inspection of this property constitutes acceptance of this agreement of this inspection and the inspection fees and authorizes Imperial Home Inspections, LLC. and its representatives to disclose information, within the reports, to sellers, agents, lenders, and insurers intimate to this transaction for the purposes of clarification or facilitation of repairs. Areas/Items not in the report or stated not addressed/not applicable were not inspected, inaccessible, or otherwise totally disclaimed.

**NO DESTRUCTIVE TESTING OF ANY KIND WILL BE PERFORMED.** This includes water hose flood testing, chimney smoke test, heat exchanger gas tests, etc. Exceptions to the above with prior arrangement and permission from the property owners. These are exception tests and an appropriate quote will be given.

You have the right to a technologically exhaustive inspection of this property. This type inspection usually requires 3 appointments, including today's session. Other experts will be called in for additional analysis. Delivery of the finished report within 14 working days. Cost for this inspection will be \$4,000.

\_\_\_\_\_ *(Initial)* I hereby request this additional service.  
\_\_\_\_\_ *(Initial)* I hereby waive my right to this type of in depth inspection.

### TIME IS MONEY

Our fees are based on limited visual observations typically requiring 2 to 3 hours to complete. Return trips and re-inspection, follow-up reports and interpretations will be payable at the rate of \$100.00/hr (1 hr. min.).

### \*\*ARBITRATION CLAUSE\*\*

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and Binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be final and binding and judgement on the Award may be entered in any Court of competent jurisdiction. This agreement shall be governed by **Kansas** Law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between parties. To the extent allowed by law, it is understood and agreed by and between the parties hereto that the Inspector's/Inspection Company's and its officers', agents' or employees.

**LIMITATION OF LIABILITY FOR ERRORS OR OMISSION IN THE INSPECTION REPORT IS LIMITED AND FIXED TO A REFUND OF THE FEE PAID FOR THE INSPECTION AND THE INSPECTION REPORT. THE FEE FOR THIS INSPECTION IS: \$275 \_\_\_\_\_ *(Initial)***

**\*\*NOTICE AND STATUTE OF LIMITATIONS\*\***

Client agrees that any claim for negligence, breach of contract or otherwise, be made in writing and reported to the Company within ten(10) business days of discovery. Client further agrees to allow Inspector the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions, before Client or Client's agents, employees or independent contractors repairs, replaces, alters or modifies the discrepancy. Client understands and agrees that any failure to notify Inspector as stated above shall constitute a waiver of any and all claims client may have against Inspector. Any legal action or proceeding of any kind, including those sounding in tort or contract, against the Inspector/Inspection Company and its officers, agents or employees must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred. Time is expressly of the essence herein. \_\_\_\_\_(Initial)

**OUR FEES FOR THIS REPORT DO NOT INCLUDE CHECKING OR PERFORMING TESTS FOR THE FOLLOWING ITEMS OR CONDITIONS UNLESS OTHERWISE SPECIFICALLY INCLUDED IN WRITING:**

1. Accuracy of thermostats or timers on or across a range, Efficiencies of heating / cooling systems and alarms, etc.
2. Intercoms, security systems and alarms, etc, Antennae and associated wiring; phone wiring.
3. Swimming pools or outdoor spas, hot tubs. Solar systems for any purpose or any type.
4. Water/air quality. **Mold**, toxic or allergic substances. **Asbestos, Radon, Pesticides, Urea Formaldehyde, etc.**
5. Items or conditions which cannot be seen or which require disassembly or removal: Well casing and pumps, sewer, water, electric lines, septic tanks, drain fields, water wells, heat exchangers, humidifiers, etc.
6. Inaccessible areas or areas likely to pose a hazard to the inspector.
7. Inability to inspect due to utilities not being turned on at time of inspection, or access to service panels blocked.
8. Electrical outlets, windows, closets, cabinets or any areas blocked by furniture, appliances or stored items.
9. Defects beneath or behind wall or floor coverings, etc.
10. Secured, disconnected or tagged equipment or any mechanical operation expressly prohibited by the owner.
11. Radio frequencies for automatic doors or automatic garage door reversing mechanisms etc.
12. Other than readily accessible, push button battery operated, non-interconnected or monitored smoke detectors.
13. Drop light or video scan sighting in chimneys. Fireplace drafting, etc.
14. Winterized, sealed or covered items or equipment.
15. Roofs not accessible with a 12' ladder, limited from view due to snow cover or any other condition.
16. Operational testing of water heater safety valves (T&P).
17. Removal of paneling, carpeting, wall or floor coverings, trim, etc.
18. Lawn watering systems. Back flow prevention and cross connection devices.
19. Inspections for wood destroying organisms and any hidden damage caused by wood destroying insects.  
(WDI Inspection report will follow the guidelines per the NPMA-33 form)

**THE FOLLOWING POTENTIALS/TESTS/INSPECTIONS/OPINIONS ARE NOT INCLUDED WITH THIS INSPECTION BUT ARE RECOMMENDED FOR A MORE ACCURATE ASSESSMENT OF A PURCHASE RISK. AN APPROPRIATE SPECIALIST SHOULD BE CONSULTED.**

1. Geologic, site and soil analysis, slide, tremor, wind, flood, noise [cars, planes, etc.].
2. Indoor Air Quality, Mold Presence & Testing
3. Heat exchanger testing; smoke, salt, gas, odor. Heat/cooling load surveys. Air/water flow/velocity measurements, etc.
4. Electrical circuitry, impedance, capacity, or compliance with national or local codes.
5. Plumbing/gas pressure, leakage, venting, and materials tests.
6. Underground piping or utilities or locations, impediments, electrical fields, septic systems, water wells, etc.
7. Easements, covenants, restrictions, right of ways, etc. By City, Community or Homes Association.
8. Conformance to statutes, laws, codes, regulations, occupancy, suitability for a specific use, other property influences.
9. Structural/durability analysis, wood destroying insects, pests, etc.
10. Water leakage and drainage test of any type. Roof, siding, outside faucets. Underground & site drainage, etc.
11. Land, boundary surveys, site hazards, insurability, development potential, etc.
12. **Expert Analysis:** Structural, electrical, heating/air conditioning, plumbing, waterproof, roofing, siding, glazing, painting, plastering/masonry, swimming pool, hot tub, security, fire protections, etc.

**DEFINITION OF TERMS**

**GOOD** - The term Good implies that the inspector has determined that the referenced item is either in better than expected condition or that the item is new or near new condition.

**SATISFACTORY** - The term Satisfactory implies that the inspector has determined that the referenced item is in functional condition or that the item is performing as intended. This term is relative to its age and current usage.

**ATTENTION NEEDED**- The term Attention Needed implies that the referenced item needs some minor repair or adjustment so that it will function as intended. This term takes into consideration the items age and current usage.

**ACTION NECESSARY** - The term Action Necessary implies that in order for the referenced item to perform as intended, repair or replacement of some part or all of the item will be necessary. This term takes into consideration the items age and current usage.

The laws of the State of Kansas will govern this Agreement. If any parts of this Agreement are held to be invalid, the remaining parts of the Agreement will continue to be valid and enforceable. This Agreement contains the complete understanding of the parties with respect to the subject matter thereof. No waiver, alteration or modification of any provisions herein will be binding unless in writing and signed by duly authorized representatives of the party to be bound.

By affixing my signature to this document, I acknowledge that I have read and understand the document and I agree to its terms and conditions.

\_\_\_\_\_ Client/Agent

\_\_\_\_\_ Date

\_\_\_\_\_ Inspector

\_\_\_\_\_ Date