



VISUAL HOME INSPECTION CONTRACT

**THIS IS A LEGALLY BINDING CONTRACT.
PLEASE READ CAREFULLY.**

This is a Visual Home Inspection Contract (the “Contract”), by and between [name] _____ of [street] _____ [city, state, zip] _____ (the “Client” or “you”), Cory Cookston, Ky. Lic. # HI-4251 (the “Home Inspector”), and Keystone Property Inspection, LLC (the “Company”) (collectively, the Home Inspector, the Company, and their agents and employees are referred to as the “Inspector”). In consideration of the mutual benefits, covenants and agreements exchanged through this contract, and other good and valuable consideration received, the parties agree as follows:

1. SERVICES & FEES

Client desires the Services accepted below at [street] _____ [city, state, zip] _____ (the “Property”). Inspector agrees to perform the Services, on the terms and conditions given in this Contract, for the fee(s) below.

1(A). **SELECT SERVICES.** By initialing where indicated below, Client accepts or rejects the following services (the “Services” are accepted):

General Home Inspection	Accepted: <input type="checkbox"/>	Rejected: <input type="checkbox"/>
Radon Air Test	Accepted: <input type="checkbox"/>	Rejected: <input type="checkbox"/>
Wood Destroying Insect (WDI) Report	Accepted: <input type="checkbox"/>	Rejected: <input type="checkbox"/>

Some Services may be provided by others, under separate licenses or certifications.

2. PAYMENT. Client agrees to pay the fees listed below prior to the inspection, unless otherwise arranged in writing, as compensation for the Services.

Agreed Inspection Fee:	\$	
Agreed Radon Air Test Fee:	\$	
Agreed WDI Report Fee:	\$	
AGREED TOTAL FEE	\$	Payable in advance (the “fee”)

Additional fees apply if more than one trip to the Property is ordered for any reason. There is a \$75.00 trip charge for each return trip (if, for example, any utilities are off, the attic or crawl space is inaccessible, or any other system of component required to be inspected is inaccessible). It is the sellers’ duty to have the home prepared for inspection, with utilities on.

II. ABOUT YOUR HOME INSPECTION

3. A HOME INSPECTION is a **visual** analysis for the purpose of providing a **professional opinion** about the **condition** of a home and its attached garages and carports, under the standards of practice (“SOP”) established by the Kentucky Board of Home Inspectors. As provided in state law, this home inspection is conducted under the SOP of the Inter-National Association of Certified Home Inspectors (“NACHI”), a copy of which you acknowledge having received, and which is incorporated by this reference herein as if fully rewritten herein. Copies also are on the Inspector’s website and the NACHI website at <http://www.nachi.org/sop.htm>.

Condominiums, Etc. Home inspections are limited to property which is conveyed to the Client. Home inspection do not include common areas or probable Association property, based solely on what is usually and customary. Buyers should obtain a Condominium Sellers Certificate. Inspectors cannot provide legal advice about boundaries, property conveyed, or association agreements.

The purpose of a home inspection is to provide a written report of the visual findings and professional opinions of your Home Inspector concerning any accessible system or component of the home within the SOP that is significantly deficient and the Home Inspector’s recommendations to repair or monitor deficiencies reported, accompanied by a list of any systems or components that were designated for inspection in the Standards of Practice but that were not inspected and the reason it was not inspected.

Home inspections are non-destructive (holes are not drilled in walls, for example), non-invasive (floor coverings and wall coverings are not pulled away, for example), subject to concealment and latent defects, and limited by law and the SOP. The Inspector does not move furniture, personal property, carpets, ceiling tiles, plants, soil, ice, debris or the like, which can limit or obstruct visibility, nor does the inspector ignite gas appliances or pilot lights, operate shutoff valves (for plumbing or gas, for example) or manual stop valves, or operate circuit breakers or the like. The Inspector does not operate any system that is shut down, does not respond to normal controls, or does not function properly. The Inspector does not inspect any area, system

or component deemed unsafe or dangerous and does not perform any action likely to damage property (such as probing a finished surface). The Inspector inspects only that property to be conveyed to the client and does not, for example, inspect probable common elements or association property in multi-unit housing or condominiums. For all those reasons, it is possible a condition or problem may not be seen, or go undetected, and be unreported.

4. YOUR HOME INSPECTION REPORT will be a written report, delivered electronically. The written inspection report is the complete and exclusive findings of the Inspector as to the home inspection. The Inspector may talk over findings, or walk through, with you at the end of the inspection, but those talks are first impressions. The written report takes the place of, and entirely supersedes, any conversations or discussions. The Inspector may modify the report within forty-eight (48) hours after it is first received by the Client.

5. OTHER SERVICES. Other services in addition to your home inspection are offered for the Client's convenience and to provide efficient delivery of services Client's may require in the relatively compressed period of days available for all inspections under real estate purchase contracts. These services are optional, excluded from the scope of a home inspection under the pertinent licenses, and must be contracted individually. As licenses/certifications outside a home inspection license are involved, these other services may be carried out by sub-contractors or others and are performed under standards for those discipline(s). Nonetheless, excepting only those provisions which expressly apply only to home inspection, all other terms and conditions of this Contract shall apply, irrespective of the specific service, specifically including, without limiting the generality of the foregoing, the mandatory arbitration agreement in section 11; the limitation of liability in section 12; and the entire, preservation, and governing law agreements in section 16, 17, and 18.

(A) RADON MEASUREMENT. Radon indoor air measurements are carried out in conformity with applicable standards, principally the EPA Protocols for Radon and Radon Decay Product Measurements in Homes (EPA 402-R-92-003, 5/1993) and 902 KAR 95:040. Radon measurement is outside the scope of a home inspection and requires highly specialized equipment. Consequently, measurement may be performed by personnel other than a licensed home inspector and results are reported separately from your home inspection report. The responsibilities of radon measurement contractors are limited to the rendering of services in a manner which meets or exceeds the generally accepted standards of the certified contractors in this field. Lab reports and test results are produced under separate licenses/certifications and standards for the performance of those activities under the pertinent EPA and state regulations and guidelines. Test results and lab reports are the responsibility of the laboratory producing the report, under its license/certification, and not the radon measurement contractor. You agree to hold the radon measurement contractor harmless for any damage to or loss of test equipment deployed at the Property which might have been prevented or mitigated by reasonable, usual, or customary actions by you or your agent in the course of this transaction.

6. NO WARRANTIES OR GUARANTEES. You are purchasing the Services only and NOT A WARRANTY OR OTHER GUARANTEE OF ANY KIND (OF FITNESS,

MERCHANTABILITY, PERFORMANCE, OR ADEQUACY OF ANY INSPECTED ITEM, SYSTEM, OR COMPONENT), express or implied, or an insurance policy, of any dwelling, inspected structure, component, or system. **Home Warranties** are provided separately, by others, under your Residential Sales Contract or through sales agents. A home inspection report supplements, but is no substitute for, home warranties; seller disclosures of property condition (which can be made warranties in a conveyance); seller representations and warranties, including lead; fire/smoke detectors or alarms; service contracts transferred by Seller pursuant to your purchase contract (or “Home Purchase Contract” sometimes titled a “Residential Sales Contract”); other home warranty/insurance policies; appraisals; other inspections; repairs or further evaluation recommended in your inspection report; local ordinance compliance; and deed representations and warranties; as well as your own due diligence and careful consideration of all factors, including any decision to accept any condition “as is” as set out in your Home Purchase Contract. All fees for Services above are based in substantial part both on these provisions and your purchase of any desired warranties.

7. EXCLUSIONS. A. Not a “Code Compliance” Inspection. Kentucky law, at KRS 198B.738, provides that home inspections do not include a code compliance inspection, or a HUD Code inspection for manufactured homes. A HUD Code inspection is an inspection required under the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. sec 5401 et seq., the related regulations, or KRS 227.600 regarding manufactured homes. Those “code inspections” are conducted during construction or remodeling. Home inspectors are actually prohibited by KRS 198B.738 from indicating orally or in writing if any condition is or is not in compliance with the Kentucky Residential Code.

B. Environmental Hazards. A home inspection report does not address environmental hazards.

Environmental hazards include, under the Standards of Practice and authorities in this field, but are not limited to, the following: (1) Air-borne hazards; (2) The air quality or sickness of any building, including, but not limited to, the presence or absence of all manner of biological activity, such as hazardous plants, insects, birds, pets, mammals, and other flora and fauna, and their consequent physical damage, toxicity, noxiousness, odors, waste products, and wood destroying animals and fungi; (3) Animals, insects, or rodents; (4) Asbestos; (5) Carcinogens, including but not limited to radon; (6) Contaminants in soil, water, and air; (7) Electro-magnetic fields; (8) Hazardous materials including, but not limited to, the presence of lead in paint, pipes, etc.; (9) Hazardous waste conditions; (10) Mold, mildew, or fungus; (11) Hazardous plants or animals including, but not limited to wood destroying organisms, wood destroying insects, or diseases harmful to humans including molds or mold-like substances; (12) Noise; (13) Potability of any water; (14) Toxins; (15) Urea formaldehyde; (16) The effectiveness of any system installed or method utilized to control or remove suspected environmental hazards; (17) Compliance with regulatory requirements (codes, regulations, laws, ordinances, etc.), any manufacturer’s recalls, conformance with manufacturer installation or instructions, or any information for consumer protection purposes. These are examples of “environmental hazards” in 2014 and for illustration only. Previously unrecognized environmental hazards are identified

from time to time. This is not presented as a comprehensive list. All environmental hazards of any kind come under the state law that a home inspection report does not address environmental hazards.

C. Standards and Other Exclusions. The SOP exclude certain systems or components from a home inspection, including, for example: detached garages or out-buildings, swimming pools/spas, security or alarm systems, ponds, saunas, elevators, landscape lighting, intercoms, speaker systems, low voltage systems such as phone lines, cable lines, and antennae. The Standards also exclude any inaccessible systems or components, and any portion of the home that is unsafe or would risk damage.

Also excluded are any items not permanently installed and any valuation or appraisal of the Property. Price estimates and Appraisals are provided under standard Residential Sales Contracts and are outside the scope of a general home inspection.

Other exclusions set out in the SOP, and in applicable law and regulations, also apply.

8. CONFIDENTIALITY & USE. No one else other than the Client, and no third party, shall rely on the inspection report or have any right arising from this Contract. Kentucky law prohibits the Inspector from disclosing any information concerning the results or content of the home inspection report without the Client's approval. **You hereby approve disclosure and discussion of the results and content of the inspection report to your real estate agent(s) -- unless you expressly withhold that consent by initialing the box below.** *If you DO NOT want your Home Inspector to discuss your report with anyone but you, please initial the box below.*

Please do NOT discuss my report with anyone unless I send other instructions in writing.

If you want to permit the Inspector to disclose the results or content of the home inspection report, please complete the following:

The Client requests that the Inspector disclose and/or discuss the inspection report to:

<input type="text"/>	<input type="text"/>	<input type="text"/>
Authorized Name	Phone	E-mail

As a courtesy accommodation, the report will be disclosed only to the above named person

The inspection and inspection report are valid only for the day when the inspection was performed and are not a prediction of future conditions. **It is recommended that before a buyer closes and takes possession, the buyer either have the property re-inspected or conduct a final walk-through to get assurance all agreed upon repairs** requested and other items (including the presence of systems and components noted in the inspection report) are present and satisfactory. The right to do so usually is part of the Home Purchase Contract. If it is not in your purchase contract, you may request such an additional inspection or walk-through

as a contract amendment.

III. PROBLEMS AND DISPUTES

9. COMPLAINTS. In the event you have any questions or complaints, please let us know right away. If you have a complaint concerning the inspection or the inspection report; believe that the inspection or the inspection report did not conform to the Standards of Practice or any applicable regulation; are concerned that any action or omission was negligent; think there was any breach of contract, fraud, misrepresentation, or have any other complaint of any kind whatsoever (a "Complaint"), you must notify the company and the inspector immediately. If you do not notify the Home Inspector and the Company, or if you begin repairing any defect or deficiency or making any building changes prior to notifying the Home Inspector and the Company in the absence of an emergency, the Client waives, and the Inspector and the Company shall be released from, any claims and liability arising from or related to the Services. If you do not provide such notice within one year after you knew or should have known of the existence of said claims, you irrevocably waive and forever release all Complaints, claims, causes of action and the like. All notices set out under this Article III shall be delivered by certified mail return receipt requested to the addresses given above. **The Inspector shall have a reasonable opportunity to investigate your Complaint before any non-emergency repairs or changes are begun. You agree to give the notice provided in KRS Chapter 411 not less than ten (10) days before any such non-emergency repairs are begun. In the event of an emergency, also agree to provide the Inspector with photographs of the condition(s) prior to any such repairs and promptly notify the Inspector as provided in KRS Chapter 411 at the time you receive estimates for such repairs.** If non-emergency repairs or replacements are done without giving the Inspector reasonable notice, as set out in this Contract, the Inspector shall have no liability to the Client as to any such system or component.

10. "RIGHT TO CURE." 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.

Initialing here confirms the complaint procedure and your agreement to the foregoing provisions of KRS 411.270-282 irrespective of your place of residence or the location of the inspected Property or premises.

11. MANDATORY BINDING ARBITRATION. A. Arbitration Agreement. All complaints, controversies or disputes which may arise between you and the Inspector concerning the Services, inspection report, this Contract, or the construction, performance or breach of this Contract or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Contract, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted by an arbitrator or panel set up by either the Better Business Bureau, the Northern Kentucky Association of Realtors or the Home Builders Association of Northern Kentucky, at the Inspector's sole option in accordance with either the Bureau's or the Association's arbitration procedures. Any arbitrator must have some building experience. Any of us may initiate arbitration by serving on the other parties a written request.

Any arbitration under this Contract shall be conducted pursuant to the Federal Arbitration Act, 9 U.S.C. §1 *et. seq* (the FAA). The FAA shall govern any disputes and any conflicts of any kind, including contract construction and application. Judgment on any arbitration award may be entered in any court having jurisdiction. Notice of Demand for Arbitration must be made within 365 calendar days after the party raising the claim(s) knew or should have known of the existence of said claims and shall be coordinated with the procedures set out in the Residential Sales Contract.

B. Arbitration Disclosures. By signing this arbitration agreement, the parties agree as follows: (a) All of the parties to this agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided in the rules or guidelines of the arbitration forum in which the claim is filed.

(b) Arbitration awards generally are final and binding. A Party's ability to reverse or modify an arbitration award is very limited.

(c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

(d) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the arbitrator or panel. The arbitrator or panel typically includes arbitrators who were or are affiliated with the real estate or construction industries. The rules or guidelines of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. Forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement.

C. Preservation. If any portion of this Dispute Resolution Article III is determined to be unenforceable, then the remainder shall be given full force and effect. The provisions of this section shall survive termination, amendment or expiration of this Agreement.

 **Initialing here confirms your agreement to paragraph 11 and binding arbitration.**

12. LIMIT OF LIABILITY. A. General Limitation. The Inspector is not an insurer or provider of warranties. Insurance and warranties, if any, shall be obtained by the Client. Warranties generally are available through real estate agents. The amounts paid to the Inspector under this Contract are based entirely on and are solely for the value of the Services and the scope of liability set forth in this Contract and are unrelated to the value of the Client's Property

or prospective premises. Because of the limited visual analysis, home inspections cannot be expected to uncover all defects or deficiencies within a dwelling or the Property. As set out above, the Inspector makes no guaranty or warranty, including any implied warranty of merchantability or fitness, or that the inspection or home inspection report will avert or prevent failures, malfunctions, or adverse occurrences of the consequences from them, which the Services were required or designed to inspect or detect. It is impractical and extremely difficult to fix actual or consequential damages, if any, which may result from act or omission in connection with the Services or from failure of the Inspector to perform any of its obligations hereunder. **THE CLIENT DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF THE HOME INSPECTOR OR THE COMPANY INDIVIDUALLY OR JOINTLY AND AGREES THAT THE INSPECTOR SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE, OR INJURY DUE DIRECTLY OR INDIRECTLY DUE TO OCCURRENCES OR CONSEQUENCES THEREFROM, WHICH THE HOME INSPECTION OR INSPECTION REPORT IS REQUIRED OR DESIGNED TO DETECT, ANALYZE, OR REPORT; and THAT IF THE INSPECTOR SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO A FAILURE OR OTHER DEFICIENCY IN ANY OF THE SERVICES INCLUDING THE HOME INSPECTION OR INSPECTION REPORT IN ANY RESPECT, THE HOME INSPECTOR AND THE COMPANY **JOINT LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO HOME INSPECTION SERVICE CHARGE OR \$350.00, WHICHEVER IS GREATER**, UNLESS THIS LIMIT IS INCREASED BY CLIENT'S ELECTION AND PAYMENT BELOW, EVEN IF A MISTAKE WAS MADE IN THE INSPECTION OR THE INSPECTION REPORT, AND THIS LIABILITY SHALL BE AGREED UPON DAMAGES AND NOT A PENALTY, AND THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE HOME INSPECTOR, THE COMPANY, ITS AGENTS OR EMPLOYEES. ACCEPTING PAYMENT OF THIS SUM SHALL CONSTITUTE A COMPLETE, FULL AND FINAL GENERAL RELEASE OF ALL CLAIMS, CAUSES OF ACTION, LIABILITY, AND CLAIMS OF ANY KIND AGAINST THE INSPECTOR ARISING FROM OR RELATED TO THE HOME INSPECTION, THIS CONTRACT, THE INSPECTION REPORT, AND THE PROPERTY.**

 **Initialing here confirms your agreement to these provisions regarding Inspector liability**, accepting the LIMIT OF LIABILITY AS ABOVE, with joint Inspector liability of any kind NOT TO EXCEED Three Hundred and Fifty Dollars (\$350.00) or the cost of the home inspection given above, whichever is greater.

OR, alternatively:

B. Extended Liability Purchase Options: For the reasons given above, the parties have agreed that liability is limited and that limitation is a principal source of the cost of the Services. IF THE CUSTOMER DESIRES THE INSPECTOR TO ASSUME ANY GREATER LIABILITY,

CLIENT AND INSPECTOR SHALL AMEND THIS CONTRACT BY CO-INITIALING THIS RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY THE CLIENT FOR THE ASSUMPTION BY INSPECTOR OF SUCH GREATER LIABILITY PROVIDED, HOWEVER THAT THIS RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD INSPECTOR AS AN INSURER.

PURCHASE ADDITIONAL LIABILITY, UP TO A LIMIT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), FOR ADDITIONAL FEE OF SEVEN HUNDRED AND SEVENTY-SIX DOLLARS (\$776.00). All other terms and conditions of this Contract, other than this amount and those expressly required to conform to this amount of Inspector liability, are unchanged.

OR

PURCHASE ADDITIONAL LIABILITY, UP TO A LIMIT OF TEN THOUSAND DOLLARS (\$10,000.00), FOR ADDITIONAL FEE OF ONE THOUSAND FOUR HUNDRED AND SEVENTY-NINE DOLLARS (\$1,479.00). All other terms and conditions of this Contract, other than this amount and those expressly required to conform to this amount of Inspector liability, are unchanged

IV. MISCELLANEOUS

13. INSPECTION TERMINATION. In the event that termination of the inspection is required prior to concluding the home inspection, then this Contract shall govern and the following terms and conditions shall apply.

A. Termination at Client's Direction. In the event Client terminates the home inspection or any other service prior to completion for any reason, then the home inspection fee will be refunded less a cancellation fee of Two Hundred and Fifty Dollars (\$250.00). The cancellation fee for any other service(s) ordered shall be a sum equal to seventy-five percent (75%) of the fee charged. Cancellation fees mitigate losses that would otherwise be incurred by the Inspector, such as travel and lost business, but are not compensation for providing a professional opinion and home inspection report. Because a home inspection report meeting all standards is impractical or impossible in the event of this termination, Inspector shall provide a written summary of significant deficiencies visible prior to termination, if requested. This is a limited scope inspection, not a full home inspection. Cancellation fee are due and owing immediately upon termination of the inspection.

B. Other Incomplete Inspections. In the event either party terminates the home inspection before it is fully completed, then the full fee(s) paid are due and owing to the Inspector. In the event the inspection is partially completed, and terminated for a cause outside a client's control, such as unsafe conditions or a seller's failure to properly prepare the home for inspection (for example, with water or power off), irrespective of whether any party knew of such conditions

prior to the inspection, then the fee(s) is earned and the inspection shall be reported accordingly. The inspection may be completed and the report updated at the Client's option, upon payment of the return trip fee in paragraph 2 above. The inspection report will be prepared as initially inspected, unless the Client chooses to complete the inspection under return trip provisions.

Termination of the inspection does not affect any other provision of this Contract.

14. CLIENT CAPACITY AND PARTIES NOT PRESENT. The person signing as the Client represents that he or she is the only Client or, if the customer is more than one person or entity, that he or she has full right, power, and authority to bind all of the clients/customers when signing this Contract, and indemnifies the Inspector against any claims and liabilities of any kind of any person, entity, or customer that they are not bound by the signature and initials below.

15. COSTS AND RETURNED CHECKS. Any check not honored upon deposit for any reason will incur a \$50.00 servicing charge. Client agrees to pay all reasonable costs of collection including reasonable attorney's fees and costs in the event the check has not been paid in full, with the servicing charge, within thirty (30) days from the date on the check. The inspection report may be withdrawn at any time, and you are not entitled to rely on it, until full payment is made.

The Company will notify the Client of the full amount due and, if that amount is not paid by certified check or cash within five (5) business days, the Company will undertake collection, including, at the Company's option, court prosecution and notification of credit reporting agencies.

16. ENTIRE AGREEMENT. This Contract, coupled with the written inspection report, is the entire agreement among the parties. No statements or representations, verbal or otherwise, made prior to execution of this Contract, or in the course of any inspection, not expressly set out in this Contract or the written report, may be relied upon for any purpose. This Contract supersedes all prior agreements, understandings or representations of any kind and no oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change, modification or amendment of this Contract shall be enforceable against any party unless it is in writing and signed by all parties. This Contract shall be binding upon and inure to the benefit of the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

17. PRESERVATION. If any portion of this Contract is found to be invalid, voidable, or unenforceable by any court, arbitrator or other forum, the remaining terms shall remain in full force between the parties and be given full effect to the fullest extent permitted by law.

18. GOVERNING LAW. This Contract and its enforcement shall be governed by the laws of the Commonwealth of Kentucky and in pertinent part federal law as made applicable herein, including the Federal Arbitration Act, which shall govern in a conflict of law, if any, as to claims subject to arbitration or contract formation.

19. ELECTRONIC SIGNATURE AND SIGNING. This is page 11 of 12 pages. Executing this contract certifies that you have full right, power, and authority to bind yourself and all others who are contracting with the Inspector or benefitting from this Contract. It further certifies that you have read and understand the entire Contract.

If you are signing electronically, then you shall

(1) Enter your initials in the blanks for Selection of Services provided in subsection 1.A above, ACCEPTING each Service you mean to order, and rejecting all others that Inspector offers;

(2) Insert the name, if any, of any person you wish the Inspector to discuss the inspection and inspection report with, or provide with a copy of the home inspection report in subsection 8;

(3) Initial the Boxes provided in numbered subsection 10, 11 and 12; and

(4) Select the total liability you desire the Inspector to assume, and the corresponding fee, in subsection 12.B.

When this is complete, affix your electronic signature and returned the completed Contract. Notwithstanding the physical location of the Client if this Contract is signed electronically, it is agreed that this Contract is made and entered into in the Commonwealth of Kentucky and shall be governed by the laws of the Commonwealth of Kentucky as set forth in numbered subsection 18 above.

By signing below, the parties witness their agreement to the foregoing Contract terms and conditions. ATTENTION IS DIRECTED TO THE DISCLAIMER OF WARRANTIES, LIMIT OF LIABILITY AND OTHER CONDITIONS ABOVE.

This is a legally binding Contract. There is no rescission period following the signing of this Contract. The parties to this Contract have read its entire contents and acknowledge receipt of a copy. All terms and conditions pertinent hereto are included here and no verbal agreements or understandings of any kind shall be binding on the parties. The deletion, alteration, or unenforceability of any provision of this Contract shall not affect the enforceability of this Contract. Client acknowledges they have not relied upon the advice or representations of the Inspector regarding, among other things, legal or tax consequences of this Contract and Client acknowledges that if such matters have been of concern to them, they have sought and obtained independent advice relative to all such matters.



KEYSTONE
PROPERTY INSPECTION
INTERNACHI CERTIFIED

Signature of Client

Date

Keystone Property Inspection, LLC (Company)

BY: _____
Cory Cookston HI-4251 (Home Inspector)

Date

* * * * *

RECIEPT

Fee Collected: Amount \$ _____ Check # _____ Cash _____ Paypal _____
 Credit Card: Master Card, Visa, Discover, American Express # _____
Card Verification: _____ Expiration Date: _____
Card Member Name: _____
Billing Address: _____

The card member acknowledges receipt of goods and/or services in the amount of the total shown here on and agrees to perform the obligations set forth by the card member's agreement with the issuer.

Card member signature