

## INSPECTION AGREEMENT

Upon your request, Toburen Home Inspection Service Inc.(THIS), will perform an inspection of the items listed on the report. The inspection is performed in compliance with the Standards of Practice of the American Society of Home Inspectors, Inc.® (ASHI®). Copies of these Standards are available upon request. The inspector will complete a written report that will indicate how items were found to operate or not operate. The purpose of this inspection is for operability only and is not intended to identify code violations. In determining the operability of the equipment, the inspector will not dismantle nor destruct any items. For example, the inspector will not snake the drains to determine if they were clogged, the inspector will not tear down any drywall, paneling etc. to look at non-exposed parts of the physical structure, plumbing, wiring etc.

Since this inspection will be limited to a visual inspection without dismantling or destroying any of the items, there may be damage present that is not ascertainable even if the inspector exercises reasonable care. THIS is not liable for any damage arising from a deficiency which was only ascertainable by removing, destroying or dismantling the item or any item to view the damage.

THIS **(did) (did not)** receive a disclosure statement from the owner of the property. A copy of the disclosure statement **(is) (is not)** attached. THIS is not liable for any damage not disclosed by the owner. In addition, THIS is not liable for any damages that occur as a result of a problem not disclosed by the owner of the property.

The inspector is generally knowledgeable in the area of residential construction and systems related to residential construction such as heating, electrical and plumbing. However, the inspector is not a licensed engineer.

If you have any questions regarding an item noted in the inspection report, the disclosure statement or any personal observation you have made, you should contact a licensed professional in the area of your concern.

The liability of THIS Inc. for mistakes, errors or omissions in this inspection shall be limited to a refund of the fee paid for the inspection and the report.

The conditions listed on the inspection report apply only to the time of the inspection. The conditions do not apply to any subsequent repairs, alterations, damages or acts of nature.

Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of a recognized arbitration association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgement motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

The fee for the inspection of the property at \_\_\_\_\_,

\_\_\_\_\_, Kansas is \$\_\_\_\_\_.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lyn S. Toburen  
Inspector

\_\_\_\_\_  
Date