



# KAUAI HOME INSPECTION SERVICES

## Invoice

**For:** Dave & Julie Sample  
**Address:** 1234 Maple St. Kapaa HI 96746  
**Inspection Date:** 05/22/15  
**Fee:** \$445.00 Base Inspection Fee  
\$ 50.00 Low Crawlspace  
**\$ 25.00 May Discount**  
\$470.00  
**\$ 19.58 (HI GE TAX)**  
**Total:** \$489.58

If fee is paid with check, cash or credit card within 24 hours of report delivery, *\$25.00 will be discounted from fee*, otherwise this invoice will be submitted to the escrow company.

**Escrow Company:**  
**Escrow Number:**  
**Escrow Officer:**

**Please remit checks to: Kauai Home Inspection Services  
5301 Makaloa St. Kapaa HI, 96746**

**Note: The agreement must be signed and returned before inspection will be performed.**

## **Inspection Agreement**

### Standards of Practice:

A general home inspection is a non-invasive, visual examination of the accessible areas of a residential property, performed for a fee, which is designed to identify defects within specific systems and components defined by these Standards that are both observed and deemed material by the inspector. The scope of work may be modified by the Client and Inspector prior to the inspection process. I. The general home inspection is based on the observations made on the date of the inspection, and not a prediction of future conditions. II. The general home inspection will not reveal every issue that exists or ever could exist, but only those material defects observed on the date of the inspection.

I. An inspection is not technically exhaustive. II. An inspection will not identify concealed or latent defects. III. An inspection will not deal with aesthetic concerns or what could be deemed matters of taste, cosmetic defects, etc. IV. An inspection does not determine the life expectancy of the property or any components or systems therein. V. An inspection does not include items not permanently installed.

For our full "Standards of Practice" document, go to:

<http://khis.us/pdf/KHIS-Standards-of-Practice.pdf>

To see a sample report, go to:

<http://khis.us/pdf/KHIS-Sample-Inspection-Report-2.pdf>

Kauai Home Inspection Services (KHIS) (hereinafter "INSPECTOR") and the undersigned ("CLIENT"), collectively referred to herein as "the parties." The Parties understand and voluntarily agree as follows:

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written report identifying the defects that INSPECTOR both observed and deemed material.
2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI") posted at <http://www.nachi.org/sop.htm>. Although INSPECTOR agrees to follow InterNACHI's Standards of Practice, CLIENT understands that these standards contain limitations, exceptions, and exclusions. CLIENT understands that InterNACHI is not a party to this Agreement and has no control over INSPECTOR or representations made by

INSPECTOR and does not supervise INSPECTOR. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon – a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in a separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.

3. The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in this Agreement. INSPECTOR'S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law.

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. 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.

5. 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, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

7. 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 the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against InterNACHI itself allegedly arising out of this Agreement or INSPECTOR's relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado. No such action may be filed unless the plaintiff has first provided InterNACHI with 30 days' written notice of the nature of the claim. In any action against INSPECTOR and/or InterNACHI, CLIENT waives trial by jury.

8. If any court declares any provision of this Agreement invalid, 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 shall be enforceable against any party unless it 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 shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. Full payment of the fee to INSPECTOR is due upon the close of escrow, or within 30 days of inspection, whichever comes first. 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.

10. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.

11. This Agreement is not transferable or assignable.

12. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

Client: **Dave and Julie Sample**

Print Name:

Signature:

Initials