



KAUAI HOME INSPECTION SERVICES

Inspection Information

Please read this entire agreement.

We recommend you read the Standards of Practice (SOP) document to help you understand the scope and limitations of this inspection. <http://khis.us/pdf/Standards-of-Practice2020.pdf>

KHIS inspections includes the condition and/or functionality of the various home components including the foundation, exterior walls and eaves, doors and windows, roof, interior floors, walls and ceilings, cabinets and countertops, bath and shower walls, basic functionality of appliances, electrical, plumbing and HVAC systems. We use current infrared technology for indications of moisture issues and leaks at visible portions of interior plumbing fixtures and drain lines. Inspection for mold or pests is outside the scope of this inspection and any comments regarding these items are made as a courtesy to the client. All exclusions and limitations as stated in the Standards of Practice document apply unless noted in this paragraph.

For: Mike Lagana

Address: 123 Test, Kapaa, HI 96746

Inspection Date: 10/23/2020 Time: 1:00PM

Invoice # 102320MR2

Inspection Item Fees

Total living area, attached garage/carport (Base fee): \$5.00

Kauai GE Tax (4.7120%): \$0.24

Total: \$5.24

Fee if paid before the day of inspection: \$

or

Fee if paid by escrow or 60 days after inspection, whichever comes first: \$

Please remit checks to: Kauai Home Inspection Services

5301 Makaloa St. Kapaa HI, 96746

Inspection Agreement

1. We will perform a non-invasive visual inspection of the home/building. The inspection is intended to assist in evaluation of the overall condition of the components and systems and reflects the conditions observed at the time of inspection. We inspect all of the major components and systems of a home however it is not an exhaustive evaluation of any component. We will provide you with a written report identifying the defects that we (1) observed and (2) deemed material. The report is only supplementary to the seller's disclosure.

2. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI") posted at www.nachi.org/sop. If your jurisdiction has adopted mandatory standards that differ from InterNACHI's SOP, we will perform the inspection in accordance with your jurisdiction's standards. You understand that InterNACHI's SOP contains limitations, exceptions, and exclusions. You understand that InterNACHI is not a party to this Agreement, has no control over us, and does not employ or supervise us.

2A. The interior components of condos and town homes are inspected according to the InterNACHI SOP. Common areas and exterior components of condos are typically maintained and/or access is restricted by the Home Owners Association and **are not inspected**, including the following components located in section 3 of the SOP:

Roof

Exterior

Basement, Foundation, Crawlspace & Structure

Heating

Cooling – The condensing units and/or air handlers when it is deemed inaccessible or restricted by being concealed, in common areas or on the roof.

Plumbing – The location of the main water supply shut-off valve, the location the main fuel supply shut-off valve and the location of a fuel-storage system.

Electrical - The service drop, the overhead service conductors and attachment point, the service head, gooseneck and drip loops, the service mast, service conduit and raceway, the electric meter and base, service-entrance conductors, the main service disconnect and the main service disconnect's amperage rating.

3. Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, we will NOT test for mold. Unless otherwise indicated in writing, we will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

4. The report is provided for the exclusive use of the client whose name appears herewith and is the property of Kauai Home Inspection Services (KHIS). Unauthorized use of the report by any 3rd party for the acquisition of the property is strictly prohibited. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You give us permission after the closing date to change your name and the property address on the report and use it as an example of our work. We are not responsible 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 us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and 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. We disclaim all warranties, express or implied, to the fullest extent allowed by law. We contract with a third party to store certain information online, such as our inspection reports, and the identity of our clients. In signing our Agreement, you give us permission to do so. We will not sell your personally identifying information. It is the duty of the third party we contract with to keep your information secure. We are not liable for any misuse of that information or their failure to safeguard it. In that event, your sole remedy is against that third party.

5. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that this liquidated damages is not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee.

6. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.

7. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

8. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. You agree that the exclusive venue for any legal action against InterNACHI itself, allegedly arising out of this Agreement or our membership in InterNACHI, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with 30 days' written notice of the nature of the claim in sufficient detail and with sufficient supporting documents that InterNACHI can evaluate it. In any action against us or InterNACHI, you waive trial by jury. Any claims shall be made within 1 year of inspection date.

9. If there is a dispute between parties and a KHIS employee is required by you, your real estate agent or your legal counsel to provide written or oral testimony in a court of law as a fact witness, you agree to pay the fee of \$275 per hour with a 3 hour minimum plus any travel time and expense, paid in advance and \$275 every hour thereafter plus any travel time and expense.

10. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.

11. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

12. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

13. You may not assign this Agreement.

14. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.

15. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

16. By signing this agreement you are confirming:

A. You have received the link to the Standards of Practice document and have read and understand the scope and limitations of the inspection.

B. You have read and understand the agreement and agree to the terms of the agreement.

A handwritten signature in black ink, appearing to read "Mike Lagana". The signature is stylized and cursive.

Client: Mike Lagana Client Signature:

Date: 10/19/2020