

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 adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

8. If any court declares any provision of this Agreement invalid or unenforceable, 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 or modification shall be enforceable against any party unless such change or modification 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. Prevailing law shall be the State of KY and must be arbitrated under the Federal Arbitration Act.

9. By the State of KY the INSPECTOR is not able to report on environmental hazards, which include but are not limited to: mold, radon, lead, asbestos, the potability of water, indoor air quality (IAC), the effects of biological material, animal or plant, and their resulting damage, toxicity, odors, and waste products, good or bad, electro-magnetic fields, among others. The INSPECTOR does not have a lab available on-site for such purposes and cannot state with any certainty. However, the INSPECTOR can point the CLIENT in the right direction.

10. HOLD HARMLESS AGREEMENT: CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claims by reason of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home. This contract extends and applies to any additional tests or inspections of the home.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

\_\_\_\_\_

CLIENT OR REPRESENTATIVE

\_\_\_\_\_

Email

\_\_\_\_\_

INSPECTOR

Additional Services offered:

Radon Testing: Accept \_\_\_\_\_ Reject \_\_\_\_\_

Well Water Test: Accept \_\_\_\_\_ Reject \_\_\_\_\_

Mold Test: Accept \_\_\_\_\_ Reject \_\_\_\_\_