



Inspection Information

Please read this entire agreement.

We recommend that 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> Please do not hesitate to contact us prior to the inspection if you have any questions about the SOP.

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, electrical, plumbing and HVAC systems. While outside the scope of the inspection, we test appliances for basic functionality. 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: Donna Corleone

Address: 1234 Hawaiiiana Ave., Hanalei, HI 96712

Inspection Date: 06/22/2024 Time: 1:30PM

Invoice # 062224ML1

Inspection Item Fees

(Base fee) living area + any attached garage/carport: \$550.00 - 1 bed 1 bath 650 sqft single family home.

Kauai GE Tax (4.7120%): \$25.92

Total: \$575.92

Payment is due prior to the inspection or at the property with cash, check or credit card.

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. Visible damages will be documented. You authorize us to inspect a home if the water and electricity is not on at the time of inspection. If the water and/or electricity is not on at the time of inspection, the functionality of the plumbing and electrical components will not be determined. The inspection report will also be emailed to the real estate agent who represents you (if applicable), unless otherwise requested by you. Printed color copies of the report are \$1.00 per page plus \$25 for postage or transport.

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. We will email you the client the link to the written report identifying the defects that we (1) observed and (2) deemed material. The report is only supplementary to the seller's disclosure. The report is the property of Kauai Home Inspection Services (KHIS) and is provided for the exclusive use client whose name appears on the cover page of the report and the real estate agent that represents the client (if applicable). Use of the report by any 3rd party for the acquisition of the property without the written consent of the client 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 the report 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.

The inspection report will also be emailed to the real estate agent who represents you (if applicable), unless otherwise requested by you. Printed color copies of the report are \$1.00 per page plus \$25 for postage or transport.

4. 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.

5. 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.

6. 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.

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 one year from the date of the inspection.

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 \$325.00 per hour with a 3 hour minimum, paid in advance, plus any travel time and expense. Every hour thereafter is \$325.00 plus any travel time and expense. Any additional or supplemental oral or written testimony required will be \$325.00 per hour with a 3 hour minimum, paid in advance, 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. Re-inspections include walkthroughs, repair verifications and verbal consultations. Re-inspections are NOT complete home inspections and will NOT follow InterNACHI's Standards of Practice or any state laws pertaining to home inspections. Our observations during the re-inspection will be nothing more than a subjective summary of our initial observations. A walkthrough is to verify the home is in the same general condition as at the original inspection. We provide a brief follow up report and any new defects are noted in the report at the discretion of the inspector. Walkthroughs and repair verification uses the same methods and criteria as at the original inspection and is not a comprehensive evaluation and is not a warranty or guarantee of any component or repair. You should obtain receipts and warranty information from the contractor or qualified individual who performed the repairs.

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 read the Standards of Practice and understand the scope and limitations of the inspection. <http://khis.us/pdf/Standards-of-Practice2020.pdf>

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

Client: Donna Corleone Client Signature: Date: