



Inspection Report

Mrs. Gayle Butler

Property Address:
1113 Tindall Lane
Louisville KY 40245



Butler home inspection

Simmie Butler
1 113 Tindall Lane, louisville Ky.40245

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Date: 7/27/2012	Time: 09:25 AM	Report ID:
Property: 1113 Tindall Lane Louisville KY 40245	Customer: Mrs. Gayle Butler	Real Estate Professional:

Comment Key or Definitions

The following definitions of comment descriptions represent this inspection report. All comments by the inspector should be considered before purchasing this home. Any recommendations by the inspector to repair or replace suggests a second opinion or further inspection by a qualified contractor. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

Inspected (IN) = I visually observed the item, component or unit and if no other comments were made then it appeared to be functioning as intended allowing for normal wear and tear.

Not Inspected (NI) = I did not inspect this item, component or unit and made no representations of whether or not it was functioning as intended and will state a reason for not inspecting.

Not Present (NP) = This item, component or unit is not in this home or building.

Repair or Replace (RR) = The item, component or unit is not functioning as intended, or needs further inspection by a qualified contractor. Items, components or units that can be repaired to satisfactory condition may not need replacement.

Standards of Practice:

INACHI National Association of Certified Home Inspectors

In Attendance:

Customer

Type of building:

Single Family (2 story)

Approximate age of building:

Over 25 Years

Home Faces:

North

Temperature:

Over 65 (F) = 18 (C), Over 100 (F) = 37 (C)

Weather:

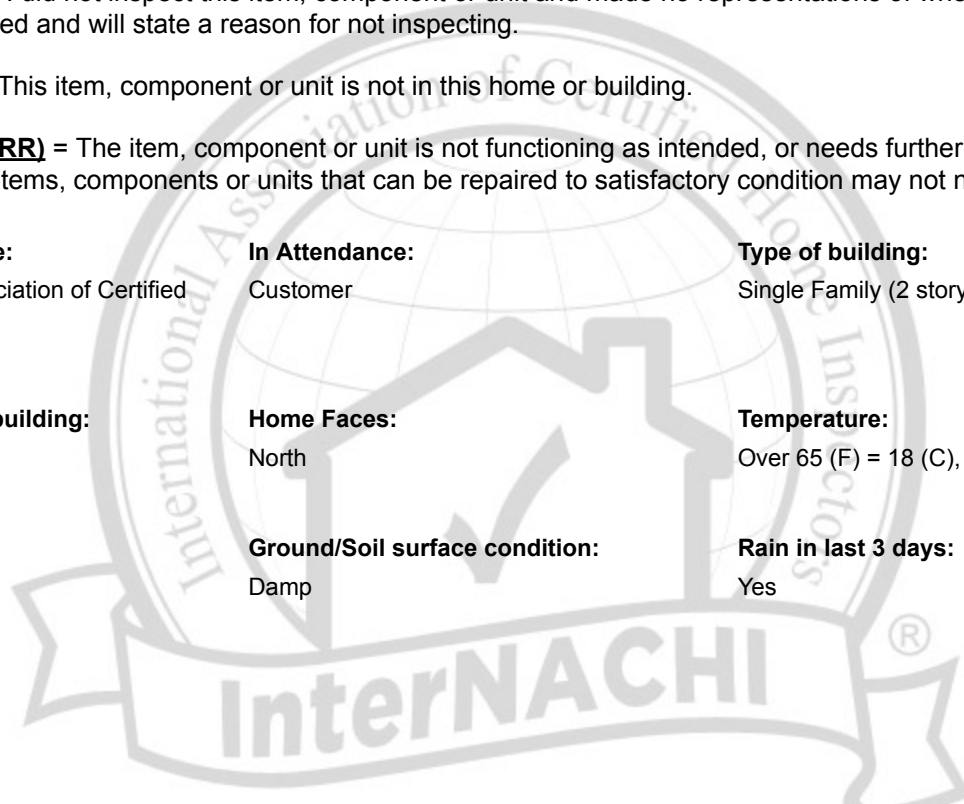
Hot and Humid

Ground/Soil surface condition:

Damp

Rain in last 3 days:

Yes



1. Roofing

The home inspector shall observe: Roof covering; Roof drainage systems; Flashings; Skylights, chimneys, and roof penetrations; and Signs of leaks or abnormal condensation on building components. The home inspector shall: Describe the type of roof covering materials; and Report the methods used to observe the roofing. The home inspector is not required to: Walk on the roofing; or Observe attached accessories including but not limited to solar systems, antennae, and lightning arrestors.

Styles & Materials

Roof Covering:

Asphalt/Fiberglass

Viewed roof covering from:

Ground
Ladder
Binoculars

Chimney (exterior):

Vinyl siding

		IN	NI	NP	RR
1.0	Roof Coverings	•			
1.1	Flashings	•			
1.2	Skylights, Chimneys and Roof Penetrations	•			
1.3	Roof Drainage Systems	•			
		IN	NI	NP	RR

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Comments:

1.0 Note: The roof covering was found in satisfactory condition - view photos



1.0 Picture 1



1.0 Picture 2

1.2 Close view of the chimney with the chimney cover top showing.



1.2 Picture 1

1.3 Eastern view of the home's roof drainage system.



1.3 Picture 1

The roof of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Roof coverings and skylights can appear to be leak proof during inspection and weather conditions. Our inspection makes an attempt to find a leak but sometimes cannot. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.



2. Exterior

The home inspector shall observe: Wall cladding, flashings, and trim; Entryway doors and a representative number of windows; Garage door operators; Decks, balconies, stoops, steps, areaways, porches and applicable railings; Eaves, soffits, and fascias; and Vegetation, grading, drainage, driveways, patios, walkways, and retaining walls with respect to their effect on the condition of the building. The home inspector shall: Describe wall cladding materials; Operate all entryway doors and a representative number of windows; Operate garage doors manually or by using permanently installed controls for any garage door operator; Report whether or not any garage door operator will automatically reverse or stop when meeting reasonable resistance during closing; and Probe exterior wood components where deterioration is suspected. The home inspector is not required to observe: Storm windows, storm doors, screening, shutters, awnings, and similar seasonal accessories; Fences; Presence of safety glazing in doors and windows; Garage door operator remote control transmitters; Geological conditions; Soil conditions; Recreational facilities (including spas, saunas, steam baths, swimming pools, tennis courts, playground equipment, and other exercise, entertainment, or athletic facilities); Detached buildings or structures; or Presence or condition of buried fuel storage tanks. The home inspector is not required to: Move personal items, panels, furniture, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility.

Styles & Materials

Siding Material:

Brick veneer

Exterior Entry Doors:

Steel
Hollow core

Appurtenance:

Deck with steps
Sidewalk
Deck

Driveway:

Concrete

		IN	NI	NP	RR
2.0	Wall Cladding Flashing and Trim	•			
2.1	Doors (Exterior)				•
2.2	Windows	•			
2.3	Decks, Balconies, Stoops, Steps, Areaways, Porches, Patio/Cover and Applicable Railings	•			
2.4	Vegetation, Grading, Drainage, Driveways, Patio Floor, Walkways and Retaining Walls (With respect to their effect on the condition of the building)	•			
2.5	Eaves, Soffits and Fascias	•			
		IN	NI	NP	RR

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Comments:

2.0 Note: Brick veneer cladding on the front of the house with vinyl cladding on the other three sides of the home.



2.0 Picture 1



2.0 Picture 2

2.1 Note: Window gasket seal, on right side of the front door assembly is loose, need repairing or replacing. Recommend professional door repairmen to evaluate.



2.1 Picture 1

2.3 View of deck assembly.



2.3 Picture 1

2.4 View of vegetation close to the home (when watering - water 18" from the home). Second picture is showing the proper drainage (slope) of the fall-a-way lot.



2.4 Picture 1



2.4 Picture 2

2.5 View of the home soffits and fascias board of the home



2.5 Picture 1

The exterior of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

3. Garage

Styles & Materials

Garage Door Type:

One automatic

Garage Door Material:

Metal

Auto-opener Manufacturer:

LIFT-MASTER

		IN	NI	NP	RR
3.0	Garage Ceilings	•			
3.1	Garage Walls (including Firewall Separation)	•			
3.2	Garage Floor	•			
3.3	Garage Door (s)	•			
3.4	Occupant Door (from garage to inside of home)	•			
3.5	Garage Door Operators (Report whether or not doors will reverse when met with resistance)	•			
		IN	NI	NP	RR

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Comments:

3.1 Picture shows the garage floor, its walls and entry door to the home



3.1 Picture 1

4. Interiors

The home inspector shall observe: Walls, ceiling, and floors; Steps, stairways, balconies, and railings; Counters and a representative number of installed cabinets; and A representative number of doors and windows. The home inspector shall: Operate a representative number of windows and interior doors; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components. The home inspector is not required to observe: Paint, wallpaper, and other finish treatments on the interior walls, ceilings, and floors; Carpeting; or Draperies, blinds, or other window treatments.

Styles & Materials

Ceiling Materials:

Gypsum Board

Wall Material:

Gypsum Board

Floor Covering(s):

Carpet

Tile

Interior Doors:

Hollow core

Metal

Window Types:

Thermal/Insulated

Double-hung

Tilt feature

Cabinetry:

Wood

Countertop:

Laminate

		IN	NI	NP	RR
4.0	Ceilings	•			
4.1	Walls	•			
4.2	Floors				•
4.3	Steps, Stairways, Balconies and Railings	•			
4.4	Counters and Cabinets (representative number)	•			
4.5	Doors (representative number)	•			
4.6	Windows (representative number)	•			
		IN	NI	NP	RR

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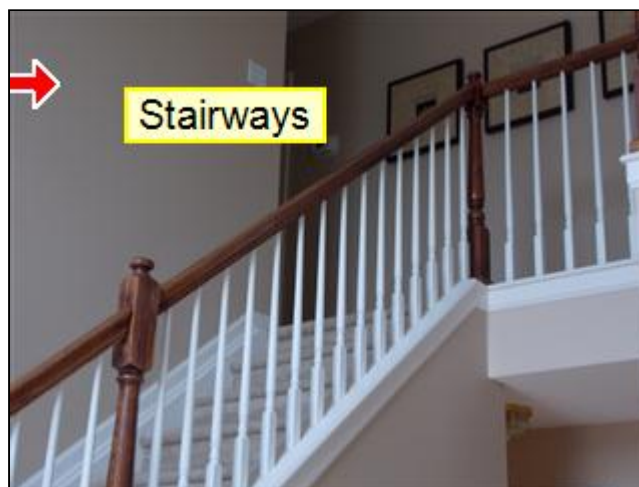
Comments:

4.2 Note: The tile is loose at the front left of hall bath. Recommend a qualified contractor to inspect and repair as needed.



4.2 Picture 1

4.3 View of stairs in the foyer and upstairs landing.



4.3 Picture 1

The interior of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. The inspection did not involve moving furniture and inspecting behind furniture, area rugs or areas obstructed from view. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.



5. Structural Components

The Home Inspector shall observe structural components including foundations, floors, walls, columns or piers, ceilings and roof. The home inspector shall describe the type of Foundation, floor structure, wall structure, columns or piers, ceiling structure, roof structure. The home inspector shall: Probe structural components where deterioration is suspected; Enter under floor crawl spaces, basements, and attic spaces except when access is obstructed, when entry could damage the property, or when dangerous or adverse situations are suspected; Report the methods used to observe under floor crawl spaces and attics; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components. The home inspector is not required to: Enter any area or perform any procedure that may damage the property or its components or be dangerous to or adversely effect the health of the home inspector or other persons.

Styles & Materials

Foundation:

Poured concrete

Floor Structure:

2 X 8
Wood joists
Slab

Wall Structure:

Wood
2 X 4 Wood

Columns or Piers:

Steel lally columns

Ceiling Structure:

2X8

Roof Structure:

Engineered wood trusses

Roof-Type:

Gable

Method used to observe attic:

Walked

Attic info:

Scuttle hole
Light in attic

		IN	NI	NP	RR
5.0	Foundations, Basement and Crawlspaces (Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components.)	•			
5.1	Walls (Structural)	•			
5.2	Columns or Piers	•			
5.3	Floors (Structural)	•			
5.4	Ceilings (Structural)	•			
5.5	Roof Structure and Attic	•			
		IN	NI	NP	RR

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The structure of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

6. Plumbing System

The home inspector shall observe: Interior water supply and distribution system, including: piping materials, supports, and insulation; fixtures and faucets; functional flow; leaks; and cross connections; Interior drain, waste, and vent system, including: traps; drain, waste, and vent piping; piping supports and pipe insulation; leaks; and functional drainage; Hot water systems including: water heating equipment; normal operating controls; automatic safety controls; and chimneys, flues, and vents; Fuel storage and distribution systems including: interior fuel storage equipment, supply piping, venting, and supports; leaks; and Sump pumps. The home inspector shall describe: Water supply and distribution piping materials; Drain, waste, and vent piping materials; Water heating equipment; and Location of main water supply shutoff device. The home inspector shall operate all plumbing fixtures, including their faucets and all exterior faucets attached to the house, except where the flow end of the faucet is connected to an appliance. The home inspector is not required to: State the effectiveness of anti-siphon devices; Determine whether water supply and waste disposal systems are public or private; Operate automatic safety controls; Operate any valve except water closet flush valves, fixture faucets, and hose faucets; Observe: Water conditioning systems; Fire and lawn sprinkler systems; On-site water supply quantity and quality; On-site waste disposal systems; Foundation irrigation systems; Spas, except as to functional flow and functional drainage; Swimming pools; Solar water heating equipment; or Observe the system for proper sizing, design, or use of proper materials.

Styles & Materials

Water Source:

Public

Water Filters:

(We do not inspect filtration systems)

Plumbing Water Supply (into home):

Copper
PVC

Plumbing Water Distribution (inside home):

PVC

Washer Drain Size:

2" Diameter

Plumbing Waste:

PVC

Water Heater Power Source:

Gas (quick recovery)

Water Heater Capacity:

50 Gallon (2-3 people)

Manufacturer:

A.O. SMITH

Water Heater Location:

Basement

		IN	NI	NP	RR
6.0	Plumbing Drain, Waste and Vent Systems	•			
6.1	Plumbing Water Supply, Distribution System and Fixtures	•			
6.2	Hot Water Systems, Controls, Chimneys, Flues and Vents	•			
6.3	Main Water Shut-off Device (Describe location)	•			
6.4	Fuel Storage and Distribution Systems (Interior fuel storage, piping, venting, supports, leaks)	•			
6.5	Main Fuel Shut-off (Describe Location)	•			
6.6	Sump Pump			•	
		IN	NI	NP	RR

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Comments:

6.3 The water shutoff valve is located in the basement & on the north wall (most westerly part of the wall).



6.3 Picture 1

6.5 Located in the basement near the gas furnace.

6.6 Sump pump has seal cover

The plumbing in the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Washing machine drain line for example cannot be checked for leaks or the ability to handle the volume during drain cycle. Older homes with galvanized supply lines or cast iron drain lines can be obstructed and barely working during an inspection but then fails under heavy use. If the water is turned off or not used for periods of time (like a vacant home waiting for closing) rust or deposits within the pipes can further clog the piping system. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.



7. Electrical System

The home inspector shall observe: Service entrance conductors; Service equipment, grounding equipment, main over current device, and main and distribution panels; Amperage and voltage ratings of the service; Branch circuit conductors, their over current devices, and the compatibility of their ampacities and voltages; The operation of a representative number of installed ceiling fans, lighting fixtures, switches and receptacles located inside the house, garage, and on the dwelling's exterior walls; The polarity and grounding of all receptacles within six feet of interior plumbing fixtures, and all receptacles in the garage or carport, and on the exterior of inspected structures; The operation of ground fault circuit interrupters; and Smoke detectors. The home inspector shall describe: Service amperage and voltage; Service entry conductor materials; Service type as being overhead or underground; and Location of main and distribution panels. The home inspector shall report any observed aluminum branch circuit wiring. The home inspector shall report on presence or absence of smoke detectors, and operate their test function, if accessible, except when detectors are part of a central system. The home inspector is not required to: Insert any tool, probe, or testing device inside the panels; Test or operate any over current device except ground fault circuit interrupters; Dismantle any electrical device or control other than to remove the covers of the main and auxiliary distribution panels; or Observe: Low voltage systems; Security system devices, heat detectors, or carbon monoxide detectors; Telephone, security, cable TV, intercoms, or other ancillary wiring that is not a part of the primary electrical distribution system; or Built-in vacuum equipment.

Styles & Materials

Electrical Service Conductors: Below ground	Panel capacity: 200 AMP	Panel Type: Circuit breakers
Electric Panel Manufacturer: GENERAL SWITCH	Branch wire 15 and 20 AMP: Copper	Wiring Methods: Romex

		IN	NI	NP	RR
7.0	Service Entrance Conductors	•			
7.1	Service and Grounding Equipment, Main Overcurrent Device, Main and Distribution Panels	•			
7.2	Branch Circuit Conductors, Overcurrent Devices and Compatibility of their Amperage and Voltage	•			
7.3	Connected Devices and Fixtures (Observed from a representative number operation of ceiling fans, lighting fixtures, switches and receptacles located inside the house, garage, and on the dwelling's exterior walls)	•			
7.4	Polarity and Grounding of Receptacles within 6 feet of interior plumbing fixtures, all receptacles in garage, carport and exterior walls of inspected structure	•			
7.5	Operation of GFCI (Ground Fault Circuit Interrupters)	•			
7.6	Location of Main and Distribution Panels	•			
7.7	Smoke Detectors	•			
7.8	Carbon Monoxide Detectors	•			
		IN	NI	NP	RR

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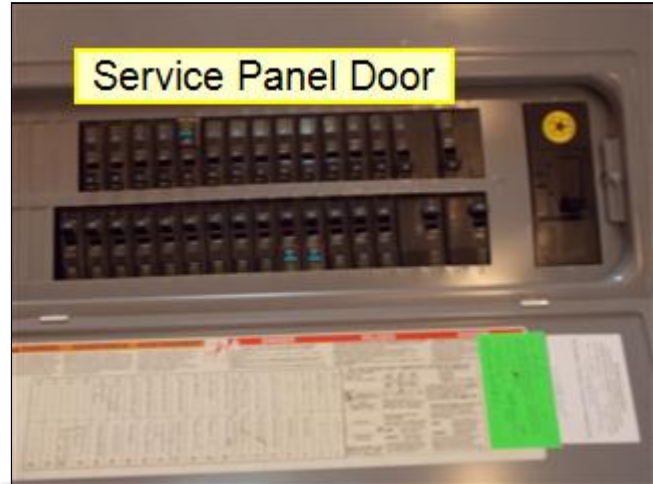
Comments:

7.0 Note: Service entrance is underground

7.1 View of the service panel with label on door showing breakers numbers and what rooms / appliances they are assigned to.



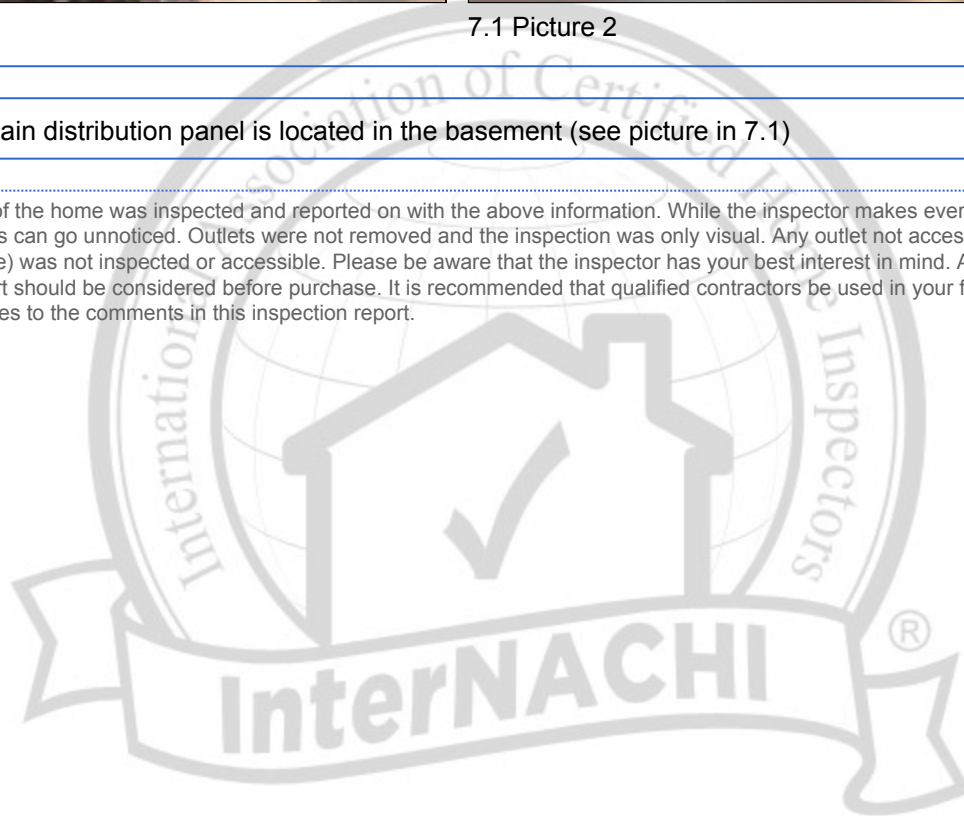
7.1 Picture 1



7.1 Picture 2

7.6 Note: The main distribution panel is located in the basement (see picture in 7.1)

The electrical system of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Outlets were not removed and the inspection was only visual. Any outlet not accessible (behind the refrigerator for example) was not inspected or accessible. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.



8. Heating / Central Air Conditioning

The home inspector shall observe permanently installed heating and cooling systems including: Heating equipment; Cooling Equipment that is central to home; Normal operating controls; Automatic safety controls; Chimneys, flues, and vents, where readily visible; Solid fuel heating devices; Heat distribution systems including fans, pumps, ducts and piping, with supports, insulation, air filters, registers, radiators, fan coil units, convectors; and the presence of an installed heat source in each room. The home inspector shall describe: Energy source; and Heating equipment and distribution type. The home inspector shall operate the systems using normal operating controls. The home inspector shall open readily openable access panels provided by the manufacturer or installer for routine homeowner maintenance. The home inspector is not required to: Operate heating systems when weather conditions or other circumstances may cause equipment damage; Operate automatic safety controls; Ignite or extinguish solid fuel fires; or Observe: The interior of flues; Fireplace insert flue connections; Humidifiers; Electronic air filters; or The uniformity or adequacy of heat supply to the various rooms.

Styles & Materials

Heat Type: Forced Air	Energy Source: Gas	Number of Heat Systems (excluding wood): One
Heat System Brand: BRYANT	Ductwork: Non-insulated	Filter Type: Disposable
Filter Size: 14x25	Types of Fireplaces: Conventional Gas/LP Log starter	Operable Fireplaces: One
Cooling Equipment Type: Air conditioner unit	Cooling Equipment Energy Source: Electricity	Central Air Manufacturer: PAYNE
Number of AC Only Units: Two		

		IN	NI	NP	RR
8.0	Heating Equipment	•			
8.1	Normal Operating Controls	•			
8.2	Automatic Safety Controls	•			
8.3	Distribution Systems (including fans, pumps, ducts and piping, with supports, insulation, air filters, registers, radiators, fan coil units and convectors)	•			
8.4	Presence of Installed Heat Source in Each Room	•			
8.5	Chimneys, Flues and Vents (for fireplaces, gas water heaters or heat systems)	•			
8.6	Solid Fuel Heating Devices (Fireplaces, Woodstove)	•			
8.7	Gas/LP Firelogs and Fireplaces	•			
8.8	Cooling and Air Handler Equipment	•			
8.9	Normal Operating Controls	•			
8.10	Presence of Installed Cooling Source in Each Room	•			
		IN	NI	NP	RR

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Comments:

8.0 View of the gas furnace along side the water heater. Second picture is of the gas / wood fireplace (used for secondary heating)



8.0 Picture 1



8.0 Picture 2

8.6 View of gas & wood burning fire place



8.6 Picture 1

8.8 View of the two AC units. One is for the upstairs cooling (left) and one for the downstairs cooling (right)



8.8 Picture 1

The heating and cooling system of this home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. The inspection is not meant to be technically exhaustive. The inspection does not involve removal and inspection behind service door or dismantling that would otherwise reveal something only a licensed heat contractor would discover. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.



9. Insulation and Ventilation

The home inspector shall observe: Insulation and vapor retarders in unfinished spaces; Ventilation of attics and foundation areas; Kitchen, bathroom, and laundry venting systems; and the operation of any readily accessible attic ventilation fan, and, when temperature permits, the operation of any readily accessible thermostatic control. The home inspector shall describe: Insulation in unfinished spaces; and Absence of insulation in unfinished space at conditioned surfaces. The home inspector shall: Move insulation where readily visible evidence indicates the need to do so; and Move insulation where chimneys penetrate roofs, where plumbing drain/waste pipes penetrate floors, adjacent to earth filled stoops or porches, and at exterior doors. The home inspector is not required to report on: Concealed insulation and vapor retarders; or Venting equipment that is integral with household appliances.

Styles & Materials

Attic Insulation:

Blown

Ventilation:

Gable vents
Ridge vents
Soffit Vents

Exhaust Fans:

Fan only

Dryer Power Source:

220 Electric

Dryer Vent:

Flexible Vinyl

Floor System Insulation:

Loose fill (netted)

		IN	NI	NP	RR
9.0	Insulation in Attic	•			
9.1	Insulation Under Floor System			•	
9.2	Vapor Retarders (in Crawlspace or basement)			•	
9.3	Ventilation of Attic and Foundation Areas	•			
9.4	Venting Systems (Kitchens, Baths and Laundry)	•			
9.5	Ventilation Fans and Thermostatic Controls in Attic			•	
		IN	NI	NP	RR

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Comments:

9.0 View of the attic shuttle (access to the attic).



9.0 Picture 1

9.3 View of the gable vent over the garage with no obstruction observed.



9.3 Picture 1

The insulation and ventilation of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Venting of exhaust fans or clothes dryer cannot be fully inspected and bends or obstructions can occur without being accessible or visible (behind wall and ceiling coverings). Only insulation that is visible was inspected. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.



10. Built-In Kitchen Appliances

The home inspector shall observe and operate the basic functions of the following kitchen appliances: Permanently installed dishwasher, through its normal cycle; Range, cook top, and permanently installed oven; Trash compactor; Garbage disposal; Ventilation equipment or range hood; and Permanently installed microwave oven. The home inspector is not required to observe: Clocks, timers, self-cleaning oven function, or thermostats for calibration or automatic operation; Non built-in appliances; or Refrigeration units. The home inspector is not required to operate: Appliances in use; or Any appliance that is shut down or otherwise inoperable.

Styles & Materials

Dishwasher Brand:
GENERAL ELECTRIC

Disposer Brand:
GENERAL ELECTRIC

Exhaust/Range hood:
GENERAL ELECTRIC

Range/Oven:
GENERAL ELECTRIC

Built in Microwave:
GENERAL ELECTRIC

		IN	NI	NP	RR
10.0	Dishwasher	•			
10.1	Ranges/Ovens/Cooktops				•
10.2	Range Hood (s)			•	
10.3	Trash Compactor			•	
10.4	Food Waste Disposer	•			
10.5	Microwave Cooking Equipment	•			
		IN	NI	NP	RR

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Comments:

10.1 The oven door gasket seal is damaged. Recommend the replacement of the door gasket by a professional range appliance repairmen.



10.1 Picture 1

The built-in appliances of the home were inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

**INVOICE**

Butler home inspection
1 113 Tindall Lane, Louisville Ky.40245
Inspected By: Simmie Butler

Inspection Date: 7/27/2012
Report ID:

Customer Info:	Inspection Property:
Mrs. Gayle Butler 1113 Tindall Lane Louisville KY 40245	1113 Tindall Lane Louisville KY 40245
Customer's Real Estate Professional:	

Inspection Fee:

Service	Price	Amount	Sub-Total
Heated Sq Ft 3,001 - 3,500	400.00	1	400.00
Inspection Discount	-50.00	1	-50.00
			Tax \$0.00
			Total Price \$350.00

Payment Method: Check
Payment Status: Paid At Time Of Inspection
Note:



The address of the property is: 1113 Tindall Lane Louisville KY 40245

Fee for the home inspection is \$350.00. INSPECTOR acknowledges receiving a deposit of \$ from CLIENT.

THIS AGREEMENT made on 7/27/2012 by and between Simmie Butler (Hereinafter "INSPECTOR") and the undersigned (hereinafter "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 inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.
3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.
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, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments 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 or noted here:

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. Notice of home inspector's right to cure before commencement of litigation, Ref: KRS 411.278 "CHAPTER 411 OF THE KENTUCKY REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE HOME INSPECTOR OF YOUR RESIDENCE. YOU MUST DELIVER TO YOUR HOME INSPECTOR A WRITTEN NOTICE OF ANY CONDITIONS YOU ALLEGE THAT YOUR HOME INSPECTOR FAILED TO INCLUDE IN THE HOME INSPECTION REPORT AND PROVIDE YOUR HOME INSPECTOR THE OPPORTUNITY TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE HOME INSPECTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT. REF: KRS 198B.738 This report does not address the presence or absence of any environmental conditions or hazardous including but not limited to mold, toxins, carcinogens, asbestos, lead etc; Ref: KAR 198B.738 Report does not address compliance with codes, ordinances statutes or other regulatory requirements or conditions. 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.

9. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. 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. 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.

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

FOR INSPECTOR

CLIENT OR REPRESENTATIVE

