

Jackson & Jackson Home Inspections
PRE-INSPECTION AGREEMENT

This Pre-Inspection Agreement is a legal binding contract by and between Jackson and Jackson Home Inspections (hereinafter referred to as “Inspector”) and

(hereinafter referred to as “Client”). All persons who will have a legal ownership interest in the property to be inspected must read and sign this Pre-Inspection Agreement.

The address of the property to be inspected is:

The property to be inspected is _____ years old and is _____ square feet in size.

The inspection is scheduled to take place on _____, 20__ at _____ .m.

The inspection number is: _____.

Client is encouraged to attend the inspection and be part of the inspection process. At the absolute minimum, Client is expected to be present at the end of the inspection to review the findings of the inspection.

AGREEMENTS:

1. Fee and Terms. Inspector’s fee for this home inspection is \$_____. The fee is due and payable immediately upon completion of the inspection and must be paid before delivery of the home inspection report to Client. Any past-due account will incur a late charge of 1.5% per month, beginning on the day following the completion of the home inspection report. A fee of \$50.00 will be charged for each returned check.

2. Cancellation of Inspection. If Client cancels the inspection at least twenty-four (24) hours before the scheduled inspection time, no fee will be charged. If Client cancels the inspection less than twenty-four (24) hours before the scheduled inspection time, Client shall pay Jackson and Jackson Home Inspections a cancellation fee equal to seventy-five percent (75%) of the fee for the scheduled inspection.

3. Scope of Inspection. Inspector will perform an inspection of the readily accessible and visible portions of the areas and items listed below with regard to their basic structural integrity and safety. Cosmetic flaws and defects will not be assessed as part of the inspection. For complete details of areas and items included in the inspection, please request and review a sample of Jackson and Jackson Home Inspections’ inspection report before executing this Agreement.

Exterior surfaces
Attached Garages and carports
Grading
Roofing and flashing
Basements
Structural components
Insulation and ventilation

Guttering and downspouts
Windows, doors, and locks
Fireplaces and chimneys
Attics and crawl spaces
Interior surfaces
Electrical systems and fixtures
Cooling systems and appliances

Heating systems and appliances
Plumbing systems and fixtures
Bathrooms

General rooms
Kitchens and appliances

Jackson and Jackson Home Inspections' inspections meet or exceed state and national standards of practice set by the Kentucky Board of Home Inspectors and the National Association of Home Inspectors (NAHI). Copies of these standards of practice are available upon request or can be viewed at <http://www.nahi.org>.

4. Limitations of Inspection.

(a) The inspection does not include:

buried or concealed items	vacuum systems
swimming pools	security systems
fences	fire alarm systems
outbuildings	water softeners
portable appliances	humidifiers
intercoms	sprinkler systems
televisions	recreational equipment
cable systems	leisure equipment
telephone systems	

(b) The inspection does not evaluate air quality, water quality or hazards, private water sources, alternate energy sources, septic systems, or wells. All clients are offered indoor air quality testing and in some cases such testing may be recommended.

(c) The inspection does not address the possible presence of or danger from any potentially harmful or hazardous substance or environmental hazard, including but not limited to radon gas, carbon monoxide, lead-based paint, asbestos, urea formaldehyde, and toxic or flammable chemicals. The inspection is not a Phase One Audit or Environmental Risk Screening. Radon gas testing and thermal imaging surveying are available for additional fees. Client has the right to obtain competitive bids for any ancillary services desired.

(d) The inspection does not inspect for compliance with governmental codes or regulations.

(e) The inspection does not look for the presence of, or damage caused by, termites or any other wood-damaging insects or organisms, or for the presence of any other insects, rodents, or other animals or pests.

(f) The inspection does not evaluate the accuracy of utility meters, timers, gauges, thermostats on any appliances or equipment, or self-cleaning ovens.

(g) Appliances, furniture, heavy items, and personal items will not be moved during the inspection.

(h) Inspector will not light or activate any system, appliance, or other item that is shut down, including but not limited to heating, cooling, hot water, electrical, and other mechanical systems.

(i) Inspector has no obligation to obtain any information from the seller, resident, real estate agents, equipment manufacturers, or any other persons, companies, or organizations of any type.

(j) Mechanical systems are tested using normal operating controls to determine their function.

(k) Heat exchangers of gas or oil furnaces cannot be fully inspected and their condition completely determined without being disassembled. Inspector does not disassemble any equipment during the inspection. Only readily accessible panels are removed to visually inspect the equipment.

(l) Air conditioners and the cooling cycles of heat pumps will not be operated and inspected if the outside air temperature is below 60 degrees Fahrenheit at the time of the inspection or has been below 50 degrees Fahrenheit within two hours before the inspection.

(m) The heating cycles of heat pumps will not be operated and inspected if the outside air temperature is above 60 degrees Fahrenheit at the time of the inspection.

(n) Grading inspection is limited to drainage only and does not include sub-surface abnormalities or hidden or obscure safety hazards.

(o) Roofs are inspected by the inspector walking on the roof, except when walking on the roof may damage the roof-covering material or put the inspector in an unsafe situation. **The method of roof inspection will be determined by the inspector after arriving at the property, and is in the sole discretion of the inspector.**

5. Limits of Liability.

(a) IT IS EXPRESSLY UNDERSTOOD THAT ALL INSPECTIONS ARE LIMITED TO ACCESSIBLE AND VISIBLE CONDITIONS EXISTING AT THE TIME OF THE INSPECTION AND THAT ALL INSPECTIONS INCLUDE ONLY THE AREAS, ITEMS, COMPONENTS, AND SYSTEMS LISTED IN PARAGRAPH 3.

(b) Inspector is not an insurer of anything it inspects. The inspection and inspection report are not intended as, nor should they be relied upon as, a guarantee or warranty, express or implied, regarding the condition and/or performance of the property or the inspected areas, items, components, and systems.

(c) Homebuyers' warranties are available through warranty companies. Inspector recommends that Client obtain copies of such warranty programs for review and consideration if desired. If Client desires more information about homebuyers' warranties it is Client's responsibility to obtain such information.

(d) Client agrees that Inspector shall not be liable for the costs of repairing or replacing any unreported defects or deficiencies or for any property damage, consequential damage, or bodily injury of any nature. **Client assumes the risk of all losses. Client understands and accepts that if Client desires inspection services without a limitation of liability, Client can select a Technically Exhaustive Inspection. This option is available for a higher fee and is performed by expert professionals experienced in all fields of inspection. This option can be custom-tailored to Client's needs and desires and if chosen shall be executed under separate contract.**

6. Limitations on Homeowner's Rights. Kentucky law requires Inspector to notify you as follows: **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 MAKE AN OFFER 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.

Your rights under this paragraph 6 and Chapter 411 of the Kentucky Revised Statutes are limited by the provisions of paragraph 7 of this Agreement, below.

7. Dispute Resolution – Mediation -- Arbitration.

(a) Resolution of Claims for Deficient Home Inspection or Deficient Home Inspection Report. Client waives any right Client may have to file a lawsuit against Inspector for a deficient home inspection or deficient home inspection report. In lieu of the filing of a lawsuit, if the requirements of Chapter 411 are met, any claim for a deficient home inspection or deficient home inspection report shall first be submitted in good faith to non-binding mediation at the Lexington Mediation Center. If mediation does not result in a resolution of the dispute, the claim shall be resolved by binding arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall select an arbitrator with extensive knowledge of the property inspection industry and in-depth knowledge of the National Association of Home Inspectors' Standards of Practice. All property and equipment involved in the inspection that is the subject of the claim shall be made available and accessible, upon request, for re-inspection before mediation and arbitration. All fees and expenses incurred in resolving the dispute shall be recoverable by the prevailing party, including, but not limited to, attorneys' fees and the costs of mediation, arbitration, discovery, consultants, and expert witnesses.

(b) Resolution of Disputes About Interpretation of This Agreement. To the extent that the provisions of Chapter 411 of the Kentucky Revised Statutes are applicable to a dispute about interpretation of this Agreement, they are to be given effect to the home inspection that is the subject of this Agreement, except that the parties to this Agreement understand and agree that the client waives any right he/she/they/it may have to file a lawsuit against Jackson and Jackson Home Inspections for disputes about interpretation of this Agreement. In lieu of the filing of a lawsuit, any dispute about interpretation of this Agreement shall first be submitted in good faith to non-binding mediation at the Lexington Mediation Center. If mediation does not result in a resolution of the dispute, the claim shall be resolved by binding arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall select an arbitrator with extensive knowledge of the property inspection industry and in-depth knowledge of the National Association of Home Inspectors' Standards of Practice. All property and equipment involved in the inspection that is the subject of the claim shall be made available and accessible for re-inspection before mediation and arbitration. All fees and expenses incurred in resolving the dispute shall be recoverable by the prevailing party, including, but not limited to, attorneys' fees and the costs of mediation, arbitration, discovery, consultants, and expert witnesses.

(c) Resolution of Disputes About Payment of Fees of Jackson and Jackson Home Inspections. The parties to this Agreement are not required to submit any dispute about payment of the fees of Jackson and Jackson Home Inspections to mediation or arbitration. All fees and expenses incurred in resolving any dispute about the payment of the fees of Jackson and Jackson Home Inspections shall be recoverable by the prevailing party, including, but not limited to,

attorneys' fees and the costs of litigation, mediation, arbitration, discovery, consultants, and expert witnesses.

8. Use of the Home Inspection Report.

(a) The inspection and inspection report are not intended to reflect the value of the property or make any representation as to the advisability or inadvisability of purchase.

(b) The inspection performed by Jackson and Jackson Home Inspections and the home inspection report are intended only for the benefit of the client(s) who sign this Agreement, not for the benefit of any third party. Jackson and Jackson Home Inspections shall not be liable in any way whatsoever to any third party who uses the home inspection report.

(c) The home inspection and home inspection report are confidential. Jackson and Jackson Home Inspections will not discuss the inspection, the findings from the inspection, or the home inspection report with any third party unless expressly authorized to do so by Client. Client may authorize Jackson and Jackson Home Inspections to discuss the home inspection, the findings from the home inspection, and the home inspection report with any of the following third parties by initialing below:

Client's Realtor		Property Owners		Seller's Realtor		Repair Technicians		Other Persons	
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9. Precautions.

(a) Client is advised to obtain and review any Seller's Defect Disclosure Statement before finalizing the purchase of property.

(b) Client is advised to have all private wells and city water with lead water service piping tested before finalizing the purchase of property.

(c) Client is advised to install at least one carbon monoxide detector on each living level.

(d) Client is advised to walk through the residence immediately before finalizing the purchase of property to verify that the condition of the property has not changed substantially since the home inspection and/or that items specified for repair have been satisfactorily repaired.

10. General Provisions.

(a) Modifications. This Agreement supersedes all prior agreements and understandings between the parties concerning a home inspection. This Agreement may not be changed or terminated orally. No modification, termination, or attempted waiver of any of its provisions shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

(b) Non-Waiver. The failure of either party in one or more instances to insist upon the performance of any of the terms of this Agreement, or to exercise the right or privilege conferred herein, or the waiver of any breach or any term of this Agreement, shall not thereafter be construed as a waiver of such terms, which shall continue in full force as if no such waiver has occurred.

(c) Governing Law. This Agreement and all questions arising in connection with it shall be governed by the laws of the Commonwealth of Kentucky.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of Client, his/her/their/its successors and assigns, and Inspector, its successors, assigns, and legal representatives.

(e) Assignment. The rights of the parties may not be assigned or transferred except as consented to in a writing signed by the parties.

(f) Construction. Titles and headings to various subdivisions of this Agreement are for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

(g) Invalid Section. If any provision of this Agreement is determined to be invalid by any court or governmental agency of competent jurisdiction, or under any statute, the remaining provisions shall not thereby be invalidated but shall remain in full force and effect.

CLIENT (All persons who will have a legal ownership interest in the property to be inspected must read, fully and completely understand, and sign this Pre-Inspection Agreement):

BY: _____
Client's Signature *Date Signed*

Client's Signature *Date Signed*

Client's Signature *Date Signed*

Client's Signature *Date Signed*

JACKSON AND JACKSON HOME INSPECTIONS (H1-2143):

BY:  *Date Signed*