

JACKSON AND JACKSON HOME INSPECTIONS

PRE-INSPECTION AGREEMENT

Any and all persons having a legal interest in the ownership of this property must read, agree and sign this pre-inspection agreement.

SCOPE OF THE INSPECTION

Jackson and Jackson Home Inspections will perform an inspection of the readily accessible and visible areas of the items listed below as they pertain to the basic structural integrity and/or elements of safety relative to the subject property. Cosmetic flaws and/or defects will not be part of this inspection or the inspection report.

EXTERIOR SURFACES	STRUCTURAL COMPONENTS	ELECTRICAL SYSTEMS/FIXTURES
GARAGES/CARPORTS	INSULATION/VENTILATION	COOLING SYSTEMS/APPLIANCES
INTERIOR SURFACES	GUTTERING/DOWNSPOUTS	HEATING SYSTEMS/APPLIANCES
GROUNDS/GRADING	WINDOWS/DOORS/LOCKS	PLUMBING SYSTEMS/FIXTURES
ROOFING/FLASHING	FIREPLACES/CHIMNEYS	BATHROOMS/GENERAL ROOMS
BASEMENTS	ATTIC/CRAWL SPACES	KITCHENS/APPLIANCES

Jackson and Jackson Home Inspections meet or exceed state and national standards of practice as set by the KENTUCKY REAL ESTATE INSPECTION ASSOCIATION (KREIA) 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>). **For complete details of areas included in the inspection, please request and review a sample of Jackson and Jackson's inspection report prior to executing this agreement.**

LIMITATIONS OF THE INSPECTION

- (a) The inspection does not include any buried or concealed items.
- (b) The inspection and inspection report are not intended to reflect the value of the property, nor make any representation as to the advisability or inadvisability of purchase.
- (c) 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 may be recommended.
- (d) The inspection does not address the possible presence of or danger from any potentially harmful or hazardous substance or environmental hazards including but not limited to radon gas, lead based paint, asbestos, urea formaldehyde, or toxic or flammable chemicals. This is not a Phase One Audit or Environmental Risk Screening. Radon gas testing is available for additional fees.
- (e) The inspection is not a compliance inspection for governmental codes or regulations.
- (f) The presence of or damage caused by termites or any other wood damaging insects or organisms is NOT a part of this inspection, nor does Jackson and Jackson Home Inspections inspect for the presence of rodents and/or other pests or animals.
- (g) Jackson and Jackson Home Inspections does not inspect swimming pools, fences, outbuildings, portable appliances, intercoms, television, cable and telephone systems, vacuum systems, security and fire alarm systems, water softeners, humidifiers, sprinkler systems or recreational and leisure equipment.
- (h) Jackson and Jackson Home Inspections does not inspect for the accuracy of utility meters, timers, gauges or thermostats on any appliance or equipment, nor does Jackson and Jackson inspect self-cleaning ovens.
- (i) Jackson and Jackson do not move appliances, furniture, heavy or personal items during the inspection.
- (j) Jackson and Jackson will not light or activate any system, appliance or any other item which is shut down upon arrival, including but not limited to heating, cooling, hot water, electrical and other mechanical systems.

- (k) Jackson and Jackson has no obligation to obtain any information relevant to the subject property from the seller, resident, real estate agents, equipment manufacturers or any other persons, legal businesses or parties.
- (l) Mechanical systems are tested using normal operating controls to determine function of said system.
- (m) Heat exchanger of gas and/or oil furnaces can not be fully inspected and its condition completely determined without being disassembled. Jackson and Jackson Home Inspections do not disassemble any equipment pursuant to the inspection. Only readily accessible panels are removed to visually inspect the equipment.
- (n) Jackson and Jackson Home Inspections do not perform carbon monoxide testing during the inspection.
- (o) Air conditioners and/or the cooling cycle of Heat Pumps will not be operated if the outside air temperature is below 60 degrees F at the time of the inspection or if the outside air temperature has been below 50 degrees F within two hours preceding the inspection.
- (p) The heating cycles of a Heat Pump will not be operated if the outside air temperature is above 60 degrees F at the time of the inspection.
- (q) Jackson and Jackson Home Inspections inspects roofs by walking on the roof except when walking on the roof may damage the roof covering material or when walking on the roof puts the inspector in an unsafe situation. **The method of roof inspection, based on damage and/or the inspector's safety, will be decided by the inspector, after arriving at the subject property, and is the sole and binding decision of the inspector.**

LIMITS OF LIABILITY

IT IS EXPRESSLY UNDERSTOOD THAT ALL INSPECTIONS ARE LIMITED TO ACCESSIBLE AND VISABLE CONDITIONS EXISTING AT THE TIME OF THE INSPECTION ONLY AND COVER ONLY REPORTED ITEMS, COMPONENTS AND SYSTEMS OF THE INSPECTED SUBJECT PROPERTY.

Jackson and Jackson Home Inspections is not an insurer of any inspected condition. The inspection and inspection report are not intended, nor should they be considered as a guarantee or warranty, expressed or implied, regarding the condition and performance of the property or the inspected items, components and systems contained therein, and the inspection report should not be relied upon as such.

Home Buyers Warranties are available to the client through warranty companies. Jackson and Jackson Home Inspections recommend that the client obtain copies of such warranty programs for review and consideration if so desired. If the client desires more information regarding Home Buyers Warranties it is the client's responsibility to obtain such information.

The client agrees that Jackson and Jackson Home Inspections 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. **The client assumes the risk of all losses. Client understands and accepts that if the client desires inspection services without limiting liability, client can select a Technically Exhaustive Inspection. This option comes at a higher fee and is performed by expert and experienced professionals in all fields of the inspection. This option can be custom tailored to the client's needs and desires and shall be executed under separate contract.**

STATE LAW / MEDIATION-ARBITRATION

"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 LAW SUIT.”

In addition any dispute concerning the interpretation of this Pre-Inspection Agreement or rising from services and information provided, except for fee payment shall be resolved in good faith by first attending mediation at the Lexington Mediation Center. If all parties can not agree on a mutually satisfactory resolution that all parties agree to settle any remaining disputes 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 who also has in-depth knowledge of the National Association of Home Inspector’s Standards of Practice. Property and equipment in dispute must be made accessible for re-inspection during the settlement process. All parties agree to be bound by the arbitrator’s final ruling. Any cost and fees related to any dispute arising from the interpretation of this agreement or rising from any services and/or information provided, including fee payment shall be recoverable by the prevailing party. Such cost and fees include, but are not limited to, arbitration, discovery, consultants, expert witnesses and attorney’s fees.

INSPECTION REPORT USE

The inspection and the inspection report is intended only for the benefit of the client (s) who sign this agreement and is not intended for use by any third party. Jackson and Jackson Home Inspections refuse responsibility and liability for any use of the inspection report by any third party. Jackson and Jackson Home Inspections are bound by client confidentiality; therefore, Jackson and Jackson Home Inspections will not discuss the findings of this inspection with any third party unless specifically authorized to do so by the client. The client can authorize Jackson and Jackson Home Inspections to discuss the findings of the inspection with any of the following third parties by initialing below.

Your Realtor		The Property Owners		The Seller’s Realtor		Repair Technicians		Other Persons	
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INSPECTION CANCELLATIONS

Any inspection may be cancelled by the client if done so at least 24 hours before the scheduled appointment time. If the client fails to cancel the scheduled inspection prior to the scheduled appointment time, the client agrees to pay Jackson and Jackson Home Inspections a non-cancellation fee equal to seventy-five percent (75%) of the cost of the scheduled inspection.

SEVERABILITY

If any portion of this agreement is deemed to be unenforceable, the remainder of the agreement shall remain in full force and effect.

PRECAUTIONS

- (a) The client is advised to obtain and review any Seller’s Defect Disclosure Statement prior to finalizing the purchase of this property.
- (b) The client is advised to have all private wells and city water with lead water service piping tested prior to finalizing the purchase of this property.
- (c) The client is advised to install at least one Carbon Monoxide Detector per living level.
- (d) The client is advised to walk through the residence immediately before finalizing the purchase of this property to verify the condition of the property has not changed substantially since this inspection or that items specified for repair have been satisfactorily repaired.

FEES AND PAYMENTS

The client or clients are encouraged to attend the inspection and to be a part of the inspection process. At the absolute minimum the client is expected to be present at the end of the inspection to review results and or concerns of the inspection.

All fees are due immediately upon completion of the inspection and prior to the delivery of the inspection report.

Past due accounts will incur a one time late charge of 1.5% per month starting on the day following the completion of the inspection report. A fee of \$50.00 will be charged for each returned check.

DISCLOSURE

Client acknowledges that this is a legally binding contract and states that he, she or they has carefully read the entire agreement and fully understands all terms and conditions therein and has freely executed this agreement without any pressure from any other person to do so, and without any undo time constraints. Client agrees to be bound by all terms and provisions of this agreement, and confirms that there are no other written or verbal agreements between the client and Jackson and Jackson Home Inspections.

ACKNOWLEDGMENT

I understand the fee for the inspection of the subject property is \$. The client agrees to pay the inspection fee prior to or immediately upon completion of the inspection and prior to the delivery of the inspection report. **All parties having an ownership interest in this property have read and understand and accept the preceding conditions. I/we am/are authorized to enter into this Pre-Inspection Agreement with Jackson and Jackson Home Inspections and fully and completely understand the terms and conditions of this agreement. Any and all parties who will have an ownership interest in this property have been revealed to Jackson and Jackson Home Inspections.**

Inspection #	Inspection Date	Inspection Time	
Subject Property		Age	Sq. Ft.
Client(s)		Date	
Signature(s)		Date	
		Date	
		Date	
		Date	
Jackson and Jackson Home Inspections	HI-2143	Date	