



AFTER HOURS INSPECTION SERVICES, L.L.C.
PRE-INSPECTION AGREEMENT

After Hours Inspection Services Limited Liability Company (operating under the assumed name of AHIS, hereinafter referred to as AHIS) will perform an inspection of the readily accessible and viable areas of the following items listed below, as they pertain to basic structural integrity, mechanical integrity and/or elements of safety relative to the subject property. AHIS inspections meet or exceed state and national standards of practice as set by the Kentucky Real Estate Inspection Association (KREIA) and the American Society of Home Inspections (ASHI). Copies of these Standards of Practice are available upon request.

Viable areas are as follows:

Structural Foundation (not totally observable)	Attic (not totally observable)
Roof	Windows
Roof Flashings	Mechanical Appliances
Superstructure (joints, rafters purling, roof vents, decking insulation)	Cooling Systems/Appliances
Fireplace/Chimney	Heating Systems/Appliances
Garage/Carports	Inside Plumbing/Fixtures
Basements	Outside Plumbing/Fixtures
Electrical	Kitchens, Bathrooms and General Rooms/Fixtures

Any and all persons having a legal interest in the ownership of this subject property must read, agree and sign this Pre-Inspection Agreement. An Inspection Report outline may be reviewed prior to the execution of this Agreement upon request for the specifics of the above referenced items and the inspections of same.

The Inspector does not dismantle any appliance(s) (other than removing inspection covers). The Inspector inspects only items he or she views. If a defect is hidden under or behind furnishings or inside walls, or is buried, it is impossible for the Inspector to locate the defect. The quality of the installation of items, components and systems inspected by AHIS is not evaluated.

Mechanical systems are tested using normal operating controls to determine function. Only readily accessible panels are removed to visually inspect the equipment. Any heat exchanger of gas and/or oil furnaces cannot be fully inspected. AHIS does not perform carbon monoxide testing during the inspection. Air Conditioners and/or the cooling cycle of Heat Pumps are not evaluated if the outside air temperature is below 60° F at the time of inspection or if the outside air temperature has been below 50°F within two (2) hours preceding the inspection. The Heat Pump (heat cycle) will not be evaluated if the outside air temperature is above 60° F at the time of inspection. Walking on the roof may be prohibited if the roofing materials may be damaged or if, for some reason, it endangers the Inspector. The method of inspection is at the discretion of the Inspector. The method of inspection will be decided after the Inspector arrives at the subject property. This method is at the sole discretion of the Inspector and is binding upon the parties.

LIMITATIONS OF THE INSPECTION

1. The inspection and the Inspection Report are not intended to reflect the value of the property, nor make any representations as to the advisability or inadvisability of purchase.

2. **The inspection does no evaluate the following:**

Compliance with building codes, soil, design adequacy, capacity, efficiency, size value, flood-plain location, pollution, habitability, air or water quality, hazardous materials (such as lead paint, asbestos, UFI insulation, radon gas, mold, toxic or flammable chemicals), engineering analysis, presence or damage caused by termites or any other wood damaging insects or organisms, inspection of rodents and/or other pets or animals, swimming pools, fences, outbuildings, portable appliances, intercoms, televisions, cable and telephone systems, vacuum systems, security and fire alarm systems, water softeners, humidifiers, sprinkler systems or recreational and leisure equipment, accuracy of utility meters, timers, gauges or thermostats on any appliance or equipment and self cleaning ovens.

3. AHIS does not move appliances, furniture, heavy or personal items during the inspection.
4. AHIS 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.

5. AHIS has no obligation to obtain any information relevant to the subject property from the seller, resident, real estate agents, equipment manufactures or any other persons, legal businesses or parties. This inspection is not a substitute for a SELLER'S DISCLOSURE STATEMENT, which may be required by Kentucky law.

LIMITS OF LIABILITY

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

AHIS is not an insurer of any inspected conditions. 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. AHIS recommends that the client obtain copies of such warranty programs for review and consideration. If the client desires more information regarding home warranties it is their responsibility to obtain that information.

The client agrees that AHIS shall not be responsible 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.**

INSPECTION REPORT USE

The inspection and Inspection Report is intended only for the benefit of the client(s) who executes this Agreement by signing below and is not intended for use by any third-party. AHIS refuses responsibility and liability for any use of the Inspection Report by any third-party. AHIS is bound by client confidentiality; therefore, AHIS will not discuss the findings of the inspection with any third-party unless specifically authorized to do so by the client. The client may authorize AHIS to discuss the findings of the inspection with any of following third-parties by signing below.

THIRD-PARTY	SIGNATURE
Your Realtor	
Property Owners	
Seller's Realtor	
Repair Technician	
Other Persons	
Report May Be Made Public	

INSPECTION CALCULATIONS

Any inspection may be canceled by the client if done so at least 24 hours prior to the scheduled appointment time. However, in the event that an inspection is cancelled, the client will be billed \$25.00 for processing charges. If the client fails to cancel the scheduled inspection at least 24 hours prior to the scheduled appointment time, client agrees to pay AHIS a non-cancellation fee equal to 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

1. The client is advised to obtain and review any Seller's Defect Disclosure Statement prior to finalizing the purchase of this property.

2. The client is advised to have all private wells and city water containing lead water service piping tested prior to finalizing the purchase of this property.
3. The client is advised to install at least one carbon monoxide detector per living level.
4. The client is advised to walk through the residence immediately before finalizing the purchase of this property to verify that 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

All fees are due immediately upon completion of this inspection and prior to the delivery of the Inspection Report. Past due accounts will incur a one (1) 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. Acceptable payment methods are cash, check or credit card. **Visa and Mastercard are accepted only with prior phone approval.**

DISCLOSURE

CLIENT ACKNOWLEDGES THAT THIS IS A LEGALLY BINDING CONTRACT AND STATES THAT HE/SHE OR THEY HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND FULLY UNDERSTAND ALL TERMS AND CONDCITIONS THEREIN AND HAS FREELY EXECUTED THIS AGREEMENT WITHOUT UNDUE 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 AHIS.

MEDIATION – ARBITRATION

Any dispute concerning the interpretation of this Pre-Inspection Agreement or arising from services and information provided, except for fee payment, shall be shall be resolved in good faith by first attending mediation in the Lexington, Kentucky area. If all parties cannot agree on a mutually satisfactory resolution, then 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 American Society 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 costs and fees related to any dispute arising from the

interpretation of this agreement or arising from any services and/or information provided, including fee payment, shall be recoverable by the prevailing party. Such costs and fees include, but are not limited to, arbitration, discovery, consultants, expert witnesses and attorneys.

ACKNOWLEDGMENT

I understand the fee for the inspection of the subject property located at _____, _____, Kentucky is \$ _____, including the cost of any additional services the client has authorized AHIS to perform. 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 the property have read and understand and accept the preceding conditions. I/We am/are authorized to enter into this Pre-Inspection Agreement without any pressure from any other person to do so, and without any undue time constraints. Client agrees to be bound by all terms and provisions of this Pre-Inspection Agreement, and confirms that there are no other written or verbal agreements between the Client and AHIS.

CLIENT'S SIGNATURE

CLIENT'S SIGNATURE

CLIENT'S PRINTED NAME

CLIENT'S PRINTED NAME

DATE

DATE

INSPECTOR – LICENSE NO. HI 2239

DATE