

PRE-INSPECTION AGREEMENT

Building Inspections LLC, 3600 Lobelia Dr., Cincinnati, Ohio 45241 513-793-4677

This Pre-Inspection Agreement ("Agreement") for a home inspection is between Building Inspections LLC (hereinafter referred to as "**COMPANY**") and the person for which the home inspection was prepared (hereinafter referred to as "**CLIENT**"). CLIENT acknowledges that he/she has read this Agreement and understands its terms and conditions. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

COMPANY agrees to conduct an inspection for the sole purpose of informing the CLIENT of major deficiencies in the condition of the property, subject to the UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY and INDEMNIFICATION OF THE COMPANY below. The inspection will be performed in accordance with the Standards adopted by the American Society of Home Inspectors (ASHI). A copy of these Standards is available upon request and at www.ashi.org. Upon completion of the inspection, the COMPANY will provide a written report ("the Report") to the CLIENT. A copy of this Report will also be released to the CLIENT's representing realtor. **However, IF THE CLIENT DOES NOT WISH a copy of the Report to be provided to his/her/its realtor, the CLIENT must inform the COMPANY upon completion of the inspection on-site.**

The Report shall be limited to a description of the following only:

Structural components including foundation and framing; electrical, plumbing, heating and air condition systems; general interior, including ceilings, walls, floors, windows, insulation and ventilation, steps and stairways, railings, representative number of doors and windows, countertops and a representative number of cabinets; general exterior, including wall covering, roof, gutter, chimney, drainage, grading, garage doors and garage door openers; fireplaces and solid fuel burning appliances.

CLIENT acknowledges and agrees that the inspection performed by COMPANY is subject to the following limitations: 1. It is understood and agreed that this inspection will only be of readily accessible areas of the building and is limited to non-intrusive observations of the existing building at the time of the inspection. The Company will not move personal items, debris, furniture, carpeting or similar items which may impede access or limit visibility, or otherwise investigate concealed or unknown conditions. 2. Latent and concealed defects and deficiencies are excluded from the inspection. 3. Equipment, items and systems will not be dismantled. Only controls normally operated by the owner of the dwelling will be tested. 4. Maintenance and other items may be discussed, but they are not a part of the inspection. The Report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. 5. The inspection will be limited to the dwelling and attached garages and carports, unless otherwise agreed to in writing by the parties. 6. No inspections or reports will be made involving swimming pools, hot tubs, wells, septic systems, security systems, central vacuum systems, water softeners, sprinkler systems or fire and safety equipment.

Also excluded are inspection of and report on: Property boundary lines or encroachments, the condition of any component or system that is not readily accessible, the service life expectancy of any component or system, the size, capacity, BTU, performance or proficiency of any component or system, the cause or reason of any condition, the cause for the need for repair or replacement of any system or component, future conditions, the presence of flora or evidence of rodents, animals, termites, or other insects, the presence of mold, mildew, fungus or air-borne hazards, the air quality, the existence of asbestos or other environmental hazards, hazardous waste conditions or the presence of hazardous materials including, but not limited to, the presence of lead paint, the existence of electro-magnetic fields, the existence of any manufacturer recalls or conformance with manufacturer installation or any information included in the consumer protection bulletins (RecallChek may be extended to the client as available, however, this is a service provided by RecallChek, Inc., and not this Company), the operating costs of systems, replacement or repair cost estimates and the acoustical properties of any systems or estimates of how much it will cost to run any given system.

UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY: It is understood and agreed that the COMPANY is not an insurer and that the inspection and Report are not intended or to be construed as a guarantee or warranty of the adequacy, performance, or condition of any structure, item, or system at the CLIENT's property address. The CLIENT hereby releases and exempts the COMPANY and/or its agents and employees from all liability and responsibility for the cost of repairing and replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature. If the CLIENT does not provide documentation or information beyond that which is apparent by non-intrusive observation of the property, and the CLIENT does not perform destructive testing or investigate concealed or unknown conditions, the CLIENT shall assume sole responsibility for all unknown or concealed conditions that may require repair or replacement. **In the event that the COMPANY and/or its agents and employees are found jointly, severally, or individually liable to the CLIENT due to breach of contract, breach of warranty, negligence, negligent misrepresentation, or any other theory of liability, then the liability of the COMPANY and/or its agents and employees shall be limited to a sum equal to the amount of the fee paid by the CLIENT for the inspection and Report.**

INDEMNIFICATION OF THE COMPANY: The CLIENT shall indemnify and hold harmless the COMPANY and/or its agents and employees from and against any claim, demand, loss, or liability including, but not limited to, attorneys' fees, arising out of any legal proceedings brought by any third party who claims to have been injured due to reliance upon the representations made in this Report prepared pursuant to this Agreement.

DISPUTE RESOLUTION: (a) *Mediation* – Any controversy, dispute, or disagreement between COMPANY and CLIENT as to the interpretation of this Agreement or arising from services and information provided pursuant to this Agreement, shall be settled by mediation administered by someone agreed to by the parties. The site for the mediation shall be Hamilton County, Ohio. (b) *Arbitration* – In the event the issues cannot be resolved by mediation, then any claims or disputes arising out of this Agreement or the alleged breach thereunder shall be settled by **mandatory and binding** arbitration in accordance with the rules of the American Arbitration Association. The parties shall select an arbitrator with extensive knowledge of the property inspection industry and in-depth knowledge of the Standards adopted by

the American Society of Home Inspectors (ASHI). Property and equipment in dispute must be made accessible for re-inspection in relation to the arbitration proceeding. In the event of arbitration or litigation of any dispute arising out of this Agreement, then the prevailing party shall recover, as a part of its judgment or award, all expenses incurred by it in connection with such arbitration and litigation including but not limited to attorney and expert witness fees, court or arbitration costs, and all expenses of discovery, arbitration, litigation, and/or settlement. The site for the arbitration proceeding shall be Hamilton County, Ohio. The decision of the arbitrator appointed thereunder shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction.

SEVERABILITY: In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be void or unenforceable, the remainder hereof shall survive and the unenforceable provision shall be reformed to form an enforceable provision consistent with the intent of the parties as evidenced herein.

NOTICE OF HOME INSPECTION COMPANY'S RIGHT TO CURE: (a) **KENTUCKY HOME INSPECTIONS-** 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. (b) **OHIO AND INDIANA HOME INSPECTIONS-** BEFORE YOU MAY FILE A LAWSUIT FOR ANY INSPECTION DISPUTE AGAINST THE HOME INSPECTOR OF YOUR BUILDING, 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 ANY REPAIRS NEEDED. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE HOME INSPECTOR.

CLIENT PARTICIPATION: The CLIENT is encouraged to participate in the inspection and be present at the time of the inspection. Participation shall be at the CLIENT's and CLIENT's family's own risk for falls, injuries, property damage to the residence or their own property, etc. Because we are guests in someone's home, it is discouraged that this be used as an opportunity for family and friends to view the home. YOU are responsible for their actions while they are present.

The inspection and report performed and prepared pursuant to this agreement are for the sole, confidential and exclusive use and possession of the CLIENT. COMPANY is forbidden by Kentucky law from disclosing the contents or findings of its reports with third persons without the express written permission of the CLIENT. If not prohibited by state law and if not prohibited by the client, the report will be given to the client's realtor to facilitate the sales process. Neither the report nor any representations made herein are assignable or transferable without the express written permission of COMPANY.

RE-INSPECTION: A minimum fee of \$100 will be incurred by the CLIENT for re-inspection of repairs performed. Payment in full is required at the time of the inspection services. We do not comment on whether any repairs were done properly since we were not there at the time of the repairs, however, we will inspect the repaired items in accordance with the Standards adopted by the American Society of Home Inspectors (ASHI).

AFFILIATES: The COMPANY may have affiliations with third-party service providers (“TPSP”) in order to offer value added-services. By entering into this agreement you (a) authorize your inspector to provide your contact information (including telephone number) to the TPSPs, (b) waive and release any restrictions that may prevent the TPSPs from contacting you (including by telephone), and (c) authorize the TPSP to contact you (including by telephone) regarding special home alarm system offers, homeowners insurance rates, and cable/satellite/internet packages.

DISCLOSURE: CUSTOMER ACKNOWLEDGES THAT THIS IS A LEGALLY BINDING CONTRACT AND STATES THAT HE, SHE OR THEY HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND FULLY UNDERSTANDS ALL TERMS AND CONDITIONS THEREIN AND HAVE FREELY EXECUTED THIS AGREEMENT WITHOUT ANY PRESSURE FROM ANY OTHER PERSON TO DO SO, AND WITHOUT ANY UNDUE TIME CONSTRAINTS. CUSTOMER 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 CUSTOMER AND BUILDING INSPECTIONS LLC.

BY YOUR SIGNATURE BELOW, YOU ARE ACKNOWLEDGING THAT YOU ACCEPT THE PROVISIONS OF THIS AGREEMENT.

Signature

Date

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