

AGREEMENT/ CONTRACT FOR HOME INSPECTION SERVICE. IMPORTANT:
PLEASE READ CAREFULLY

This agreement made this _____, by and between the _____ (hereafter called the company), and _____ (hereafter called the client).

1. Company will perform an inspection of: _____

for a fee of _____. The following services will also be provided for additional fees as stated:
(below listed items will be sent for laboratory analysis, and therefore may be reported after the written report is completed.
The results will be forwarded to the client as soon as they are received)

Radon testing Fee _____ Client authorization _____ Client refusal _____

Asbestos Testing Fee _____ Client authorization _____ Client refusal _____

Mold/Environmental Testing Fee _____ Client authorization _____ Client refusal _____

Other Testing Fee _____ Client authorization _____ Client refusal _____

I understand that this home inspection does NOT address the possibility of the presence of Lead or any environmental issues in or around the property inspected. _____

Client/Authorized representative

2. The average time of a home inspection is approximately three hours; the time of inspection may vary depending on size, condition, age, type and complexity of the structure being inspected. The roof, flashing, gutters, soffit, fascias, chimney, and other roof/accessories where visibly accessible from the property's ground, will be inspected from the ground or with field glasses, unless it is possible to physically inspect these areas. The inspector will inspect flat roofs and attics where internal accessibility is readily and safely available with a five (5) foot stepladder. The presence of ice or snow may also limit the inspector's visibility and access. A visual inspection of the attic and accessible crawl space(s) is conducted from the point of access. If readily and safely accessible, with sufficient room to enter, the attic and crawl space(s) will be entered and inspected. Only a representative number of multiple items such as windows, electrical receptacles, etc. are inspected and our opinion concerning these refers to their general condition only.

3. The inspection is visual only; and the purpose of the inspection and written report is to indicate whether a readily accessible item, component or system, which is identified on the written report, is reasonably operating or functioning adequately at the time of the inspection report. Deficiencies and defects, which are latent, concealed or not readily accessible are excluded from the inspection. Some typical areas which are excluded and not visibly accessible include but are not limited to: concealed wiring, plumbing, water leaks under bathtubs and stall showers due to faulty pans or otherwise, vent lines, duct work, exterior foundation walls (below grade or covered by shrubs or wall/paneling, stored goods, etc.) footing, underground utilities and systems and chimney flues. Equipment, items and systems will not be dismantled and the inspection does not include destructive testing, nor is it technically exhaustive. The inspector is not required to move personal goods, debris, furniture, equipment, floor covering, insulation or like materials which may impede access or limit visibility. Please note other exclusions or limitations indicated on the report.

4. Since all utilities may not have been in service and climatic or other conditions may not have required maximum output of heating, cooling, plumbing or electrical systems, the adequacy or capacity of these systems could not be determined.

5. The inspection and report excludes and does not intend to cover termites and other pests or insect damage, private sewerage, wells, solar systems, alarms, smoke detectors, central vacuum systems, wood and coal stoves, pre-fab, and "zero" clearance fireplaces, space heaters, intercoms, sprinkler systems, gas logs, gas lights, elevators, common areas, any swimming pool, hot tubs; spas, saunas, steam baths, landscape lighting, fountains, shrubs, trees, tennis court, playground equipment or other recreational or leisure appliances; qualified experts of your choice should be consulted for these specialized areas and related information. Also excluded are all cosmetic conditions such as wallpaper, painting, carpeting, etc. In addition, the inspection and report do not address the possible presence of or danger from radon gas, lead paint, urea-formaldehyde, underground tanks (fully underground or partially underground), asbestos, mold, or other indoor and outdoor pollutants and hazards, toxic or flammable chemicals and all other similar or potentially harmful substances which are normally identified by specialists in the detection of these substances; nor, does it include any air, water, soil or sub-soil analysis or contamination, unless agreed to upon in writing by the company and client in section 1.

5A. FOR HOME INSPECTIONS CONDUCTED IN NEW YORK STATE: Home Inspectors are licensed by the NYS Department of State. Home Inspectors may only report on readily accessible and observed conditions as outlined in this pre-inspection agreement, Article 12B of the Real Property Law and the regulations promulgated there under including, but not limited to, the Code of Ethics and Regulations and the Standards of Practice as provided in Title 19 NYCRR Subparts 197-4 and 197-5 st seq. Home inspectors are not permitted to provide engineering or architectural services unless duly licensed to do so; and "If immediate threats to health or safety are observed during the course of the inspection, the client hereby consents to allow the home inspector to disclose such immediate threats to health or safety to the property owner and / or occupants of the property"

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6. The parties agree that the Company and the Inspector assume no liability or responsibilities for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future for any property damage, consequential damage or bodily injury of any nature. Because of the limited nature of the inspection relative to the value of the property, and because a technically exhaustive study (which would include an architect, engineers, and/or contractors of all disciplines - i.e. structural, electrical, plumbers, HVAC, civil, etc.) would be significantly more expensive, the parties agree and acknowledge to allocate benefits and risks of limited inspection arising out of this agreement from any cause or causes, shall not exceed the total fee for this limited inspection. Such causes include but are not limited to our negligence, errors, omission, strict liability, breach of contract, or breach of warranty. THE INSPECTION AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTEE, WARRANTY, OR INSURANCE POLICY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITIONS OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT OR SYSTEM AND IT SHOULD NOT BE RELIED UPON AS SUCH. The inspection and report is also not a certification nor implied warranty of habitability, merchantability or fitness for use of any kind.

7. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the undersigned client only. Neither the report, the contents of this report, nor any representation made herein are assignable or transferable without the express written permission of the Company. The client agrees to indemnify and hold harmless the Company and the Inspector for all costs, expenses and legal fees incurred and arising out of any legal proceedings brought by any third party who claims he/she relied on representations made in this inspection report and was damaged thereby. IT IS ALSO FULLY UNDERSTOOD THAT THE TOTAL LIABILITY OF THE INSPECTOR / INSPECTION COMPANY OR THE INSPECTION REPORT FOR ANY ERRORS OR OMISSIONS OF THE PROPERTY INSPECTED OR THAT APPEAR ON THE REPORT WILL BE LIMITED TO THE INSPECTION FEE.

8. The inspection and report is not intended to reflect the value of the premises, nor to make any representation as to the advisability or inadvisability of purchase.

9. This inspection and report does not include, nor should it imply a review of compliance or non-compliance with any code, regulation, law, statute, or ordinance whether governmental or otherwise, unless such observations are specifically referred to in our inspection report as a courtesy.

10. The following specific limitations apply: Design problems and adequacy are not within the scope of this inspection. The Inspector will not determine the operational capacity, quality or suitability for a particular use of items inspected. No engineering, scientific or specialized technician test or evaluation will be made by the Inspector. No test sample or reading is required of any part of the "building". Swimming pool or spa if present will not be checked. The draft on the fireplace will not be checked. To prevent damage to units, air conditioning will not be checked when the outside temperature is below 65 degrees nor a heat pump when the temperature is above 65 degrees. The inspection report will not include cosmetic items such as minor scratches, scrapes, dents, cracks, stain, soiled or faded surfaces on the structure or equipment, soiled, faded, torn or dirty floor, wall or window coverings.

The Company has no liability for latent defects. This includes but is not limited to latent defects that cannot be observed through normal inspection nor can be determined by normal equipment operation. It is specifically agreed and understood that: Mechanical devices and structural components may be functional at the time of the inspection and later malfunction. A thorough and careful attempt has been made by The Company as to the accuracy and applicability of the inspection and Report. This report may be used in various locations throughout the Country, some conditions / recommendations may not apply to the dwelling inspected. David A. Clark, The Turn Key Home Inspection System™, The Professional On-Site Narrative and / or Electronic Home and Building Inspection Report©, inspectcheck™, and The Company do not assume any liability for its use nor the accuracy of same. Additional information and details concerning the nature of the inspection are found in the body of the Report, which should be read carefully. **The client recognizes that there is No REPRESENTATION, WARRANTY OR GUARANTEE on the future life for systems and items inspected.** The Client recognizes that the Company and its inspector is not a guarantor or insurer of the inspected systems components, and items. The inspector is not responsible for reporting compliance or non-compliance with any building, electrical, mechanical or plumbing codes established by municipal ordinance or otherwise on the building, systems, or items therein.

11. If any portion of this agreement is found invalid or unenforceable by any court of qualified jurisdiction, the remaining provisions shall remain in force between the parties.

12. If the Client is unfortunately not present at the time of inspection, or for any reason is unable to sign this agreement at the time of the inspection, this agreement will become part of the inspection report, and acceptance of the inspection report shall constitute acceptance of the items and understanding of the above. Client is urged to attend the inspection and by failing to so attend loses the opportunity to learn important information from the Company about the condition of the premises. Client is requested to inform the Company prior to the inspection of any areas or conditions of particular concern about the house or of which Client has information.

Client

Client

Home Inspection Company (authorized signature) _____