

INSPECTION AGREEMENT

PRIOR TO THE INSPECTION PLEASE READ CAREFULLY BEFORE SIGNING

You, the undersigned Client, herein referred to as "You/Your", have requested that We, along with our employees and any persons conducting inspections, herein referred to as "We"/"Our"/"Us", conduct an inspection of the Property consistent with the terms and conditions of this Agreement. The inspection service is being provided at the request of you, our Client, and is intended for your exclusive use and benefit. Not all conditions are apparent at the time of inspection, so it is recommended, and you agree herein, to consult with the Seller of the property regarding any significant deficiencies/malfunctions known to exist to the Seller. Please read the final report carefully, as additional information and details concerning the nature of the inspection are found in the report.

SCOPE OF THE INSPECTION:

Visual Home Inspection – The Home Inspection you receive is a **non-invasive, visual** physical examination of the readily accessible items identified in the inspection report. The inspector is not an expert in every building craft or profession. Therefore, the home inspection that we conduct is **not** technically exhaustive. The inspection is designed only to identify unsafe/non-functioning systems, structures and/or components of the Property **exposed to view and apparent as of the time/day of the inspection**. A written inspection report will be prepared that describes and identifies the inspected systems, structures, or components of the dwelling that were inspected, any material unsafe or non-functioning conditions identified to be in need of immediate repair, and any recommendations regarding conditions observed or recommendations for further evaluation by appropriate technical specialists. The inspection report is a written opinion of a trained home inspector based upon what was visible and evident at the time of the inspection. The report is not a listing of repairs to be made and is not intended for use as a guide in re-negotiating a real estate transaction. Items that are not listed in the inspection report **were not inspected and are not included** under the scope of the inspection service provided. If this is a "verbal" inspection you agree that there shall be no legal liability for the inspection until/unless a full written inspection report is requested and paid for within 7 calendar days of the inspection. Neither the inspector nor their firm shall be responsible for reporting any condition(s) that were concealed or in an inaccessible area and were not reasonably apparent by non-invasive visual physical examination at the time of the inspection.

Inspection Standards – "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 12 B of the Real Property Law and the regulations promulgated thereunder 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 et seq. Home inspectors are not permitted to provide engineering or architectural services." 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."

GENERAL EXCLUSIONS:

The inspector cannot examine what cannot be seen by a non-invasive, visual physical examination. No removal of materials or dismantling of systems shall be performed during this inspection. The inspector is not required to, nor will he/she move furniture, floor coverings, insulation, stored materials, personal belongings, open walls or perform any type of destructive or invasive testing in order to perform the inspection. The inspection company is not responsible for any condition that may be covered, concealed or inaccessible because of, but not limited to, soil or vegetation, walls, structural members, furniture, floor coverings, insulation, stored items, personal belongings, water, ice, snow, soot or conditions that would be considered a danger to the inspector. The home inspection is not a compliance inspection or certification of compliance with past or present governmental codes or regulations of any kind.

Whether or not they are concealed or inaccessible, the following items and systems are not within the scope of the inspection service provided under this Agreement: *Engineer Analysis of any kind including structural integrity, system design problems, functional adequacy, operational capacity, quality or suitability for a particular use *Geological stability or ground condition of site *Soils or Soil Contamination *Mold/Mildew or spores thereof *Scientific or specialized technician tests, readings or evaluations *Fireplace draft *Cosmetic items, including without limitation, paint, scratches, scrapes, dents, cracks, stains or faded surfaces, flooring, wall coverings, carpeting, paneling, lawn and landscaping *Condominium or co-op common areas or areas under the management of the condominium or co-op association *Home warranty, system warranty and/or component warranty *Telephone and cable TV cables *Cisterns *Fountains *Low voltage lighting and electrical systems *Electrostatic precipitators *Electronic air cleaners or filters *Active or passive solar system *Pressure tests on central air conditioning systems *Furnace heat exchangers *Radiant heating systems *Free standing appliances and other personal property *Water volume or flow *Water conditioning/softening systems *Security system *Central vacuum system *Landscaping *Irrigation systems *We do not address conditions relating to animals, rodents or other household pets or the damage caused thereby. **Unless you have paid an additional fee and the specific item is noted and initialed by you and the inspector on page 2 of this Agreement, the following items are also excluded under this agreement and not within the scope of the inspection service:** (a) Septic System (b) Wells or Well Pump (c) Water Quality (d) Swimming pools, Saunas, Hot tubs, Spas/Whirlpools or attached equipment (e) Detached Buildings or Equipment (f) Environmental hazards including, but not limited to; Asbestos, Radon, Lead, Formaldehyde, Electro Magnetic Fields (EMF's), Microwaves (g) Wood Destroying Organisms including, but not limited to, Termites, Carpenter Ants, Wood Boring Beetles and Fungal Rot.

THE INSPECTION AGREEMENT, THE HOME INSPECTION AND THE INSPECTION REPORT DO NOT CONSTITUTE A HOME WARRANTY, AN INSURANCE POLICE, OR A GUARANTEE OF ANY KIND; NOR DO THEY SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW. We do not turn on, ignite or inspect any utility service, major system, item or component that is shut down or not connected to a functioning system at the time of the inspection. All utility services and major systems must be turned on to perform the inspection. Therefore, you agree not to hold us responsible for future failure and repair, or for the non-discovery of any patent or latent defects in material, workmanship, or other conditions of the property which may occur or become evident after the inspection date; nor for any alleged non-disclosure of conditions that are the express responsibility of the seller of the property. You agree to assume all the risk for conditions, which are concealed from view or inaccessible to us at the time of the inspection.

DISPUTE RESOLUTION AND REMEDY LIMITATION:

Notice Requirement – In the event that You have any dispute relating to this agreement, the inspection service, the inspection report, or You claim that there was any error or omission in the performance of the inspection service or writing of the report, You agree, upon discovering facts related to the dispute or any error or omission, to promptly notify Us in writing of the dispute or claim in order to provide Us or our representative a reasonable opportunity to reinspect and document the condition in dispute. In addition, if We determine that You have a legitimate dispute or claim, You will provide Us the opportunity to resolve the issue. Please understand that an unreasonable delay in affording Us with a notice of a dispute, claim or issue may prevent Us from remedying any valid dispute You might have.

Binding Arbitration – The undersigned parties below agree that any dispute between the parties, except those for non-payment of fees, that in any way, directly or indirectly, arising out of, connected with, or relating to the interpretation of this Agreement, the inspection service provided, the report or any other matter involving our service, shall be submitted to binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of *Construction Arbitration Services, Inc.* The arbitration decision shall be final and binding on all parties, and judgement upon the award rendered may be entered into any court having jurisdiction. In any dispute arising under this Agreement, Our inspection or the Inspection Report, the arbitrator shall award reasonable attorneys’ fees and costs to the prevailing party. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against us, or our officers, agents or employees ore than one year after the date of the subject inspection. Time is expressly of the essence herein. **THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.**

LIMITATION OF LIABILITY – IF WE, OUR EMPLOYEES, INSPECTORS, OR ANY OTHER PERSON YOU CLAIM TO BE OUR AGENT, ARE CARELESS OR NEGLIGENT IN PERFORMING THE INSPECTION AND/OR PREPARING THE REPORT AND/OR PROVIDING ANY SERVICES UNDER THIS AGREEMENT, OUR LIABILITY IS LIMITED TO THE FEE YOU PAID FOR THE INSPECTION SERVICE, AND YOU RELEASE US FROM ANY ADDITIONAL LIABILITY. WE HAVE NO RESPONSIBILITY FOR THE POSSIBILITY YOU LOST AN OPPORTUNITY TO RENEGOTIATE WITH THE SELLER. THERE WILL BE NO RECOVERY FOR SECONDARY OR CONSEQUENTIAL DAMAGES BY ANY PERSON. Please initial that you agree to this limit of liability (_____).

Confidential Report – The inspection report is being prepared for You, for Your own information and may not be used or relied upon by any other person unless that person is specifically named by Us in this Agreement as a beneficiary of the report, in which case the report may also be used by the additional beneficiary We have named. You agree to maintain the confidentiality of the report and reasonably protect the report from distribution to any other person. If you directly or indirectly cause the report to be distributed to any other person, You agree to indemnify, defend, and hold Us harmless if any third party brings a claim against Us relating to our inspection or the report. By initialing here (_____), You authorize Us to distribute copies of the Inspection report to the real estate agent(s) and/or mortgage company directly involved in this transaction, but they are not designated beneficiaries of the report or this agreement, intended or otherwise.

Third Party Reliance (Seller’s Inspection Only) – If anyone other than You will be relying on this agreement or inspection report, they are required to sign this Inspection Agreement, provide notice to Us, and submit a fee of \$ _____ for a Buyer’s Consultation Inspection. This is only applicable for 60 days from the date of the Original Inspection. In the absence of these steps, We will not be liable for the information contained in the inspection report. Furthermore, We have no liability to anyone other than the ultimate buyer of the property inspected.

GENERAL PROVISIONS

Re-Inspections and Additional Services – Our fees are based on a single visit to the property and the preparation of the written inspection report. If additional visits, or reports, or services are required of Us for any reason, an additional fee will be charged. In the course of our inspection, We may refer other service providers to You. You are not required or obligated to use these services or providers. In certain cases we may earn a fee for this referral.

Client Authority – Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this Agreement is executed on behalf of Client by a third party, the person executing this Agreement expressly represents to Us that he/she has the full and complete authority to execute this Agreement on Client’s behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

This Agreement constitutes the entire integrated Agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement. The written report to be prepared by Inspector shall be considered the final and exclusive findings of the Inspector. Client shall not rely on any oral statements made by the Inspector prior to issuance of the written report. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns. Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the courts’ holding.

Please conduct the following services for the fees noted below:

_____	Property Address	Home Inspection	\$ _____
_____	City/State/Zip	Wood Destroying Organisms	\$ _____
_____	Date and Time of Inspection	_____	\$ _____
_____	Paid Date	_____	\$ _____
		(List Other Services)	
		Total Fees	\$ _____

**EXCLUSIONS SET FORTH ON REVERSE SIDE – PLEASE READ BEFORE SIGNING
ALL INSPECTION FEES ARE DUE AT THE TIME OF INSPECTION**

Client acknowledges that they have read and understood all the terms, conditions and limitations of this Agreement and voluntarily agrees to be bound thereby and agrees to pay the fees listed above.

X	_____	For:
Client Signature	Date	
X	_____	By: _____
Client Signature	Date	Inspector
X	_____	
Buyer’s Consultation Inspection	Date	