

# FTC Inspections

Inspector: **Robert Bostwick**

License Number: **16000132581**

## ***THIS IS A LEGALLY BINDING CONTRACT - PLEASE READ IT CAREFULLY***

The Client(s) has been urged to accompany the Inspector during the inspection to take notes and to ask questions about the inspection in order to get the most value possible from the inspection process. The Client(s) agrees to be an *observer only*, due to the risk of injury or death inherent in performing a home inspection, for which the home Inspector has been trained. This report is a contract between the Client(s) and the inspection company only. Client(s) agrees that the Company and Inspector(s) shall not be responsible for any incidental or consequential damages whatsoever.

Inspector *does not* perform engineering, architectural, repairs or any other job function requiring an occupational license during the inspection. Client understands that Inspector will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, radon gas, carbon monoxide gas and other environmental hazards or violations. Home Inspectors *cannot* determine the Inspected Property's boundary lines or encroachments, easements, or any limitations of use of the Inspected Property. Home Inspectors *cannot* determine the market value of the Inspected Property or its marketability. (See #2 for further Exclusions)

It is agreed and understood that this inspection is limited to visual observations (non-invasive) of *readily accessible systems and components* and their conditions at the time and date of the inspection and is not intended to be *technically exhaustive* or to identify every possible detrimental condition. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls or wall coverings, floors or floor coverings, ceilings, furnishings or any other reason or thing, is NOT included in this inspection. Client agrees to assume and release the inspector of all the risk for all conditions which are concealed from view at the time of the inspection.

The report conforms to the *Real Estate Property Law Article 12 B Section 444c* and the regulations proclaimed there under including, but not limited to the *Code of Ethics and Regulations and the Standards of Practice, 19 NYCRR § 197-4*, et seq. ("New York Standards") which can be viewed at:

<https://dos.ny.gov/system/files/documents/2022/04/homeinspectionprofessional.pdf>

Areas that are *unsafe* to the Inspector for any reason or if damage to the property could result are *not inspected*. Client agrees that it is solely the Inspector's discretion to determine what constitutes an *unsafe* condition. Additional limitations may be listed in the report itself at time and date of inspection. If **immediate** threats to health or safety are observed during the course of the inspection, the Client hereby consents to allow the Inspector to disclose such immediate threats to health or safety to the Inspected Property's *owner and/or occupants* of the Inspected Property. The inspection is based on the observations made on the date of the inspection, and *not* a prediction of future conditions.

It is also understood that the Inspector is a generalist, knowledgeable in a variety of areas, but *does not* hold themselves out to be an expert in any field. The Inspector's report is an unbiased opinion based upon the experience and training of the individual Inspector. If the Inspector recommends further evaluation, the customer must do so at their own expense. The report is *not* a home warranty, guarantee, insurance policy. It is also not a substitute for real estate transfer disclosures, which may be required by law.

Inspector may offer comments, written or verbal, *as a courtesy*, such as life expectancies and maintenance recommendations, but these comments will not comprise the bargained-for report. The inspection report is only supplementary to the "seller's disclosure", often not available to the Inspector. **Note:** Often, past tests provided in the seller's disclosure, especially radon tests, are no longer valid or representative of the current conditions in a home or building particularly when changes or modifications have been made to the structure, insulation, or mechanical systems.

FTC Inspections, Inspector and Agents hold no financial or other interest, present or contemplated, in the property inspected and no personal involvement with trades people or benefits derived from any sales or improvements.

The Client understands that the Inspector is not going to dismantle any system, or move furniture, personal property, debris, carpeting or equipment that may impede access or limit visibility.

1. **Inclusions:** NYCRR § 197-5.4 to 197-5.15 of the link listed above.
2. **Exclusions:** NYCRR § 197-5.16 The Inspector is *not required* to comment on the conditions of, or the presence of, the following:
  - a. Building codes or zoning ordinances violations.
  - b. Geological stability or soil conditions.
  - c. Structural stability or engineering analysis.
  - d. Termites, pests or other wood destroying organisms.
  - e. Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation, any mold or bioorganic growth or any other environmental conditions.
  - f. Underground storage tanks.
  - g. Building value appraisal or cost estimates.
  - h. Exterior insulation and finish systems (EFIS)
  - i. Condition of detached buildings.
  - j. Any normally tested utility not in service because of seasonal use or recent climatic conditions
  - k. Pools or spas bodies and underground piping.
  - l. Sauna, steam baths, or fixtures and equipment.
  - m. Private water or private sewage systems.
  - n. Water softener/purifier systems or solar heating systems.
  - o. Radio, or remote-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock or home automation controls.
  - p. Furnace heat exchangers, freestanding appliances, security alarms or personal property.
  - q. Adequacy or efficiency of any *component* or *system*.
  - r. Prediction of the life expectancy of any item.
  - s. Lightning protection systems.
  - t. Roofs not *readily accessible* from a 12-foot ladder.
  - u. Specific *components* noted as excluded on the individual inspection's forms.
  - v. Any system, component or location that the *Inspector* feels is *unsafe* to inspect.
  - w. Any system or component not listed in the New York State Standards of Practice of Home Inspection.
  - x. Recalls or Callbacks of any kind and from any source.
3. **Force Majeure Clause:** Should the inspector show up for a scheduled inspection and for any reason beyond their control, the inspector cannot complete the inspection, a rescheduling fee will be billed in addition to the standard inspection, unless agreed upon within 24 hours prior to inspection date and time.
4. **Confidentiality:** In accordance with NYCRR §197-4.3, Home Inspectors shall not disclose to a third party the contents of a home inspection report or any observations, deductions, opinions that pertain to a home inspection report without the *prior consent* of the Client or the Client's Representative.
5. **Amendments:** The Inspector or Company reserves the right to amend, modify or update the inspection report to further explain and/or clarify information and findings in the report for up to 72 hours after the inspection. In the case in which Radon testing is included, which requires picking up the test approximately 72 hours after inspection, an additional 24 hours is required for updating any new findings.
6. **Severability:** 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 court's holding.
7. **Latent and Future Defects:** The Inspection is not a technically exhaustive investigation or evaluation of every aspect of the Residence. The Client acknowledges and agrees that the Inspection and the Report will not reveal every existing deficiency and future condition affecting the Residence. **FTC Inspections** and its inspectors are not responsible for the non-discovery of any latent defects in the Residence, or any problems that may occur or become evident after the date of the Inspection. Latent defects in the Residence include, but are not limited to: cracking, leaking, surface dislocations, or landslides resulting from, without limitation, water leaks, land subsistence, or other geological problems. **FTC Inspections** and its inspectors are not responsible for future defects, failures and repairs. **FTC Inspections** and its inspectors shall have a reasonable opportunity, weather permitting, to access the Residence to evaluate the situation prior to any corrective action being taken by the Client. However, immediate "first aid" should be undertaken by the Client as needed.

8. **Release and Limitation of Liability:** It is understood that the Inspector is not an insurer and that the inspection and report are not intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The Client hereby releases and exempts **FTC Inspections** and its inspectors of and from all liability and any responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage or personal injury of any nature. In the event that **FTC Inspections**, its inspectors, agents or employees are found liable due to breach of contract, breach of warranty, negligence, negligent representation, negligent hiring or any other theory of liability, then the liability of **FTC Inspections**, its inspectors, agents or employees shall be limited to a sum equal to the fee paid by the Client for the inspection and report. In the event of a claim against Inspector, Client agrees to supply the Inspector with each of the following:
  - a. Written notification of adverse conditions within 10 days of discovery;
  - b. Access to the premises.
9. **Arbitration Clause:** Any controversy or claim arising out of, or relating to this Agreement, or breach thereof, either directly or indirectly shall be settled by binding arbitration administered by the American Arbitration Association in the State of New York, using its Commercial Arbitration Rules. The arbitrator shall have at least three (3) years of actual knowledge of the home inspection industry. Any decision and judgment award rendered may be entered in any court having jurisdiction hereto. Each party agrees to pay its own costs of arbitration. (This excludes payment of the Company's fees.)
10. **Reduced Time to Bring a Legal Claim:** The Client understands and agrees that houses and conditions change, age and naturally deteriorate over time and, as such, that the report to be prepared for the customer will have a limited lifetime. Regardless of the applicable statute of limitations and regardless of when the Client discovers any defect(s) or problem(s), the Client hereby agrees that any lawsuit arising from the inspection and/or report shall be filed within one (1) year after the date of the inspection, after which any such lawsuit(s) will be forever barred.
  - a. Client agrees that failure to comply with the above conditions will release **FTC Inspections** Inspector *and agents* from any and all obligations. Client also agrees that the Inspector's liability is limited to the price paid for the home inspection alone, not to include fees for radon testing or any other testing or services conducted in addition to the home inspection.
  - b. In the event that Client fails to prove any adverse claims against **FTC Inspections** Inspector in a court of law, Client agrees to pay all legal costs, expenses and fees of **FTC Inspections** Inspector in defending said claims.
11. **Hold Harmless Agreement:** Client agrees to hold any and all real estate agents involved in the purchase of the property to be inspected, harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claims by reason of acts or neglects of the Inspector, his employees, or visitors of independent contractors engaged or paid by Inspector for the purpose of inspecting the subject home.
12. **Binding Clause:** This agreement represents the entire agreement between the *FTC Inspections and Client*. No change or modification shall be enforceable against either party unless such change or modification is in writing and signed by both parties. This Inspection Agreement inures to the benefit of, and is enforceable by **FTC Inspections'** subcontractors, employees, agents, successors, affiliated entities, and assigns. If any provision of this Inspection Agreement is found to be invalid or unenforceable, such a finding shall not affect any other part of this Inspection Agreement. This Inspection Agreement shall be governed by the State where the inspection is performed.
13. **Signature:** The person signing this Agreement warrants and represents to **FTC Inspections** that they are expressly authorized to sign this Inspection Agreement by the persons or entity purchasing the Subject Property, if applicable. They also agree to be responsible for payment and or collection costs should the Buyer, Seller or requesting entity refuse, cancel or stop payment.
14. **Payment:** Payment of the fee to Inspector and Agreement Signatures are due *prior* to the on-site inspection. For an additional fee, Inspector may perform additional testing or inspections beyond those within the scope of the basic home inspection, but these ancillary tests are limited in nature and scope: *radon, water quality, well flow, wood destroying insects (WDI) and septic dye*. The Client understands and agrees that this Agreement is a part of the Inspection Report and *acceptance of full or partial payment* (dependent on arrangements prior to inspection) for the Inspection Report by the Client will confirm this agreement, even if Client is not present at the inspection. If Client requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement. The standard re-inspection fee is \$150.00 per visit. Client agrees that any re-inspection fees are due before any re-inspection documentation is released. The re-inspection fee will be charged to the Client unless other arrangements are agreed to by both parties in separate writing. Any Client cancellation will cost a variable fee dependent on services. Payment will be refunded *minus* cancellation fee. Any Client cancellation or reschedule can occur up to 48 hours of intended inspection date and time.

## **Inspections and Signatures**

I have read, understand and agree to all terms and conditions of this contract and agree to pay the fee listed below. I also understand that in the event of collection or the defense of a wrongful claim, I shall be responsible for all of the Company's collection costs and attorney fees. If the signing party is more than one purchaser, or acting as a representative of the purchaser(s), the signing party represents and affirms that he/she has the authority to enter into this agreement on behalf of all purchasers involved.

Inspection:	\$ _____	Init: _____
Radon:	\$ _____	Init: _____
Septic Dye:	\$ _____	Init: _____
Water Quality:	\$ _____	Init: _____
Well Flow:	\$ _____	Init: _____
WDI:	\$ _____	Init: _____
TOTAL:	\$ _____	

**Inspector (Print):** Robert Bostwick      **Date:** \_\_\_\_\_

**Inspector (Sign):** \_\_\_\_\_

**Client/Rep (Print):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Client (Sign):** \_\_\_\_\_

**Client(s):** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Client(s):** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Inspection Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Current Address:** \_\_\_\_\_

**Inspection Property:** \_\_\_\_\_

**Agent/Realtor:** \_\_\_\_\_

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