



Owner: Daniel Jacques

8435 Violet Lane, Batavia NY 14020

Phone: (716) 474-3541

**PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT FULLY UNDERSTAND IT,  
SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING.**

**THIS IS A LEGAL BINDING CONTRACT SUPERSEDING ALL OTHER PREVIOUS COMMUNICATIONS**

Address of the inspection property is: \_\_\_\_\_

Home Inspection Fee is \$ \_\_\_\_\_, Fee(s) for additional tests or services \$ \_\_\_\_\_, Total Amount Due \$ \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, year 20\_\_\_\_\_, by and between BATAVIA HOME INSPECTION SERVICES, LLC, (Hereinafter "INSPECTOR") and \_\_\_\_\_ (Hereinafter "CLIENT")

Client's E-mail \_\_\_\_\_ Client's Phone \_\_\_\_\_ Client's Realtor \_\_\_\_\_

**BATAVIA HOME INSPECTION SERVICES, LLC.,** will perform a one-time visual inspection in accordance with the HOME INSPECTION LAWS OF THE STATE OF NEW YORK, I.E the STANDARDS OF PRACTICE and CODE OF ETHICS copies of which are available on the NYS Department of State website [www.dos.state.ny.us](http://www.dos.state.ny.us). NEW YORK STATE MANDATORY DISCLOSURE: "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 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." Prior hereto, there has been no agreement between the parties other than that the INSPECTOR would meet CLIENT at the premises to possibly enter into this agreement. All prior agreements, both real and imagined, both oral and written, are merged into this pre-inspection agreement and it alone sets forth all the terms and conditions of the agreement between the parties. If the Report is sent to CLIENT over the internet, INSPECTOR assumes no liability if CLIENT is unable to download or view the electronic version of the Report.

**THE WRITTEN REPORT WILL INCLUDE THE FOLLOWING ONLY:** Structural condition, electrical system, plumbing, water heater, heating system, air conditioning system, condition of major systems, general interior including ceilings, walls, floors, windows, insulation, and attic ventilation; general exterior including roof, gutter system, chimney, drainage, and grading. It is understood and agreed that this inspection will only be of readily accessible areas of the dwelling and is limited to visual observations of apparent conditions existing at the time of the inspection. A minimum return fee of \$100 will be applied if CLIENT requests INSPECTOR to return and re-evaluate any items/systems that were blocked or sealed, no later than (3) days from the agreement date above. INSPECTOR encourages CLIENT to be present at the time of the inspection and all areas accessible. CLIENT acknowledges that the Report is not to be considered a substitute for a seller's Property Condition Disclosure Statement.

**THE INSPECTOR IS NOT REQUIRED TO:** Move furniture, personal goods or equipment that may impede access or limit visibility. The Inspector is not required to evaluate or inspect the following: intercoms, security systems, fences, timers, backflow preventers, water conditioning equipment, cosmetic items, swimming pools, hot tubs, whirlpools, Jacuzzis (and ancillary components), wells, septic systems, security, telephone, wiring circuit logic and switch locations, music and computer systems, central vacuum systems, water softeners, sprinkler systems, sheds, or other "out-buildings", fire and safety equipment and the presence/absence of rodents, termites, or other insects. Design problems and adequacies are not within the scope of the inspection. The Inspector will not determine the operational capacity, quality or suitability for a particular use of the items inspected. The inspection does not determine compliance or noncompliance with manufacturer's specifications; past or present. Soil conditions, geological stability, engineering analysis are beyond the scope and purpose of this inspection and are not included in this report. This is not a compliance inspection or certification for past or present governmental codes, rules or regulations of any kind. NO search or check of municipal records or property boundaries (land survey) is included. Latent, hidden and concealed defects and deficiencies are excluded from the inspection and report. The inspection and report do not address and are not intended to address the presence or danger from any potential harmful substances and environmental hazards including but not limited to radon gas, carbon monoxide, lead, lead paint, asbestos, Chinese drywall, sound proofing, buried fuel storage tanks, urea formaldehyde, various molds and spores, water quality, toxic or flammable chemicals or gases and water and airborne hazards. The inspector is not required to climb on the roof, enter crawl spaces or attics where the ceiling height is less than 4 feet, lacks flooring, or otherwise inaccessible, and does not perform invasive procedures: equipment, items and systems will not be dismantled. Areas above ceilings that are inaccessible, including dropped ceilings. The inspector only uses normal operating devices and performs no destructive or disruptive testing procedures. If a system is "shut-down", the CLIENT should contact the owner to provide written assurance of proper function.

**NOT A WARRANTY** The parties agree that the INSPECTOR which is a generalist, assume no liability or responsibility for the cost of repairing or replacing any reported or unreported defects of deficiencies, either current or arising in the future, or for any property damage, consequential damage, or bodily injury of any nature. Items such as, but not limited to, windows, doors, light switches, wall outlets, hardware and locksets are checked on a random sample basis. The Inspection and Report are not intended to be a GUARANTEE or WARRANTY, expressed or implied, regarding the adequacy performance, or condition of any inspected structure, item or system. INSPECTOR is not an insurer of any inspected conditions.

**Initial:** \_\_\_\_\_

**DISPUTES:** It is specifically agreed that no lawsuit or other type of claim of any kind arising out of or in any way relating to this AGREEMENT, the inspection or the Report shall be made unless each of the following conditions is satisfied first, in order: Written notice of the claim must be given to INSPECTOR on or before the 10<sup>th</sup> day of closing on the property, of discovery of a claimed defect or the date said claimed defect should have been discovered. The notice shall: (a) describe the claim including what the CLIENT believes INSPECTOR did or failed to do; (b) state why CLIENT believes the INSPECTOR is responsible; (c) state what CLIENT believes INSPECTOR should do about it and; (d) offer to allow INSPECTOR to re-inspect as required in the following paragraph. Notice shall be sent by Certified mail, RRR to the INSPECTOR at 8435 Violet Ln., Batavia NY 14020-1163.

**RIGHT TO RE-INSPECT:** If CLIENT believes INSPECTOR has made an error, CLIENT further agrees that with the exception of emergency repairs, CLIENT or client's agent(s), employees or contractors shall not make any repairs or alterations relating to the alleged error. CLIENT shall notify INSPECTOR and provide INSPECTOR a reasonable opportunity to inspect the portion of the property relating to the alleged error. Failure to so notify INSPECTOR and allow an inspection shall bar any claims being made.

**LAW SUIT:** Any lawsuit or other type of claim must be filed within ONE YEAR OF THE DATE OF THIS AGREEMENT. Venue of any lawsuit brought by either party must be brought in the Supreme Court or local District Courts of the County of Genesee, State of New York, without a jury, including counterclaims and third party claims. CLIENT agrees that if INSPECTOR is ever subpoenaed to appear in a court action or arbitration matter (hereinafter "Hearing") because of the INSPECTOR'S inspection of the building identified above and/or any of its components or other portions of the premises where it is located, that CLIENT will either reimburse INSPECTOR for attending said Hearing at the rate of \$200.00 per hour, including travel time, or obtain a court order quashing said subpoena, all at CLIENTS'S sole cost and expense."

**LIMITATION OF INSPECTORS LIABILITY:** The purpose of this provision is to limit the amount of money damages that CLIENT may claim and recover from INSPECTOR. The maximum amount of money that CLIENT may claim and recover is hereby limited to the fee paid by CLIENT to INSPECTOR under this Agreement.

This limitation applies to every type of claim or cause of action arising out of or in any way related to this agreement, the inspection or report, including but not limited to breach of contract, negligence, and negligent misrepresentation. This limitation does not apply to any claim for vexatious litigation or similar type of claim by INSPECTOR against CLIENT or CLIENT'S lawyer. CLIENT agrees to pay INSPECTOR'S reasonable legal fees in any action where the INSPECTOR substantially prevails in any court of law and/or where this agreement and its limitation of liability clause is held to be valid.

CLIENT agrees that this agreement may be executed by facsimile which shall constitute an original. It is also understood and agreed that an acceptance of the terms and conditions contained herein by the CLIENT shall be just as binding if made electronically by computer or over the internet. The person who signs this agreement represents that they have the full authority to sign on behalf of all named CLIENTS. If any named CLIENT denies the authority to sign, the person signing agrees to hold the INSPECTOR harmless for all costs, expenses and damages, including judgments that may be entered against INSPECTOR and its reasonable legal fees, if INSPECTOR incurs same as a result of said denial of authority. In the event any provision of this agreement is determined to be invalid or unenforceable, the other provisions shall remain valid and enforceable and in full force and effect. The report is intended solely for the use of the above-named CLIENT and INSPECTOR only and no other person or entity may rely on the report for any reason.

The CLIENT agrees to hold harmless and indemnify INSPECTOR for losses, fees and costs incurred as a result of any third-party action that may include INSPECTOR relative to the report. Furthermore, any third party reviewing this report for any reason shall be bound by the terms and conditions of this Inspection Agreement which is an integral part of the report. CLIENT understands and agrees that by law he/she must sign this Agreement and this agreement will form a part of the inspection report and acceptance of the inspection report by CLIENT and payment thereof will constitute acceptance of the terms and conditions of this agreement. If CLIENT does not agree to the terms hereof, CLIENT may obtain a full refund of the fee if written notice is sent to INSPECTOR prior to the visual inspection being done at the above stated address and if CUSTOMER executes a general release in favor of the INSPECTOR, its officers and employees.

**CANCELLATION POLICY:** We have a 24-hour cancellation policy. If you do not cancel at least 24 hours prior to your scheduled appointment, a fee of half your inspection fee will be payable to INSPECTOR.

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INSPECTOR

Date

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CLIENT

Date

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CLIENT

Date

CLIENT ADDRESS: \_\_\_\_\_



**venmo**

Check # \_\_\_\_\_ / Cash / PayPal / Visa / MasterCard / Discover / Apple Pay