



Pre-Inspection Agreement

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Our report is a visual inspection of the readily accessible areas of this building, in accordance with the terms and conditions contained in the PRE - INSPECTION AGREEMENT, which is a part of this report and incorporated herein. Please read the REMARKS on each page and call us for an explanation of any aspect of this report, written or printed, which you do not fully understand.

Date of inspection: ____/____/____ Time: ____: ____ AM / PM

Weather conditions: _____ Outside temperature: _____ °F

Property Location: _____

PRE - INSPECTION AGREEMENT (PLEASE READ CAREFULLY)

The COMPANY agrees to conduct an inspection for the purpose of informing the CLIENT of major deficiencies in the condition of the property, subject to the UNCONDITIONAL RELEASE AND LIMITED LIABILITY below. 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 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. 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.

The inspection and report are performed and prepared for the sole, conditional and exclusive use and possession of the CLIENT. The written report will only include the following: It is understood and agreed that Home Inspectors may only report on readily accessible and observed conditions as outlined in the

Structural condition and basement Electrical, Plumbing, Hot water heater, heating and cooling
Quality, condition and life expectancy of major systems

Kitchen and appliances

General interior, including ceilings and walls, windows, insulation and ventilation.

General exterior, including roof, gutter, chimney, drainage, grading

standards of practice and limited to visual observations of apparent conditions existing only at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection: equipment, items, and systems will not be dismantled.

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 government codes or regulations of any kind.

The inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards, including but not limited to radon gas, lead paint, asbestos, mold, mildew, urea formaldehyde, toxic or flammable chemicals, and water and airborne hazards. Also excluded are inspections of and reports on swimming pools, wells, septic systems, security systems, central vacuum systems, water softeners, sprinkler systems, fire and safety equipment, and the presence or absence of rodents, termite, animal/rodent waste and other insects.

UNCONDITIONAL RELEASE AND LIMITED LIABILITY

It is understood and agreed that the COMPANY is not an insurer and that the inspection and report are not to be 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 the COMPANY and its agents and employees of and from all liability and 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 the COMPANY and/or it's agents or employees are found liable due to a breach of the contract, breach of warranty, negligence, negligent misrepresentation, negligent hiring or any other theory of liability, then the liability of the COMPANY and it's agents and it's employees shall be limited to the sum equal to the amount of the fee paid by the CLIENT the COMPANY for the inspection and report.

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the Rules and procedures of the American Arbitration Association. CLIENT agrees to pay all required filing fees. 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

In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

The parties acknowledge that each of them has had ample opportunity for their own counsel to participate in negotiating and drafting this Agreement. Therefore, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.”

Any claim arising out of or related to any act or omission of the Inspector in connection with the inspection of the property shall be made in writing and reported to the Inspector within fourteen (14) business days of discovery and to allow Inspector a reasonable opportunity to re-inspect the issue giving rise to the claim before undertaking any repairs. Client agrees that a failure to comply with the terms of this paragraph shall constitute a waiver of such claim.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective spouses, heirs and successors.”

This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties and shall be construed and enforced in accordance with the laws of the New York.

The failure by one party to require performance of any provision shall not affect that party’s right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be commenced within one year of the date of the inspection, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute

CLIENT and COMPANY agree that should a court of a competent jurisdiction determine and declare that any portion of this agreement is void, voidable or unenforceable, the remaining

provisions and portions shall remain in full force and effect.

Acceptance and understanding of this agreement are hereby acknowledged.

Company Representative

Date

Customer

Date

Total Fee: \$_____ CASH / CHECK # _____

E-mail _____