

This **INSPECTION CONTRACT** is between _____ referred to as "client"
and _____ hereafter referred to as "the company".

Building Location: _____

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.

Client agrees that the inspection is not required in any area that in the sole opinion of the company or its inspector is not readily accessible or that could be dangerous to the inspector or others or could result in damage to the property, its systems or components.

The inspection services and/or report are not intended to be technically exhaustive, or to imply that every component was inspected, or to imply that every defect was discovered. It is intended to assist the client in evaluating the overall condition of the building. Any item not specifically reported on in the report is not considered to be a part of this inspection. If maintenance of an item is discussed it is for that specific component only because maintenance of items is not part of the inspection or report. The client understands and agrees that this inspection and report are not a compliance inspection or certification for past or present governmental laws, codes or regulations of any kind as these codes and regulations are constantly changing. During the inspection the client agrees to be an observer only, due to the risk of injury or death inherent in performing a home inspection.

The inspection does not include and will not address the presence of or danger from asbestos, mold, radon gas, lead in paint, lead in solder, lead in water, formaldehyde, pesticides, toxic or flammable chemicals, water or airborne related illness or disease, and all other similar or potentially harmful insects, substances or conditions. No water, air, soil, or material analysis of any kind, including those for health or environmental consideration will be performed, unless any of the following test(s): radon, well water flow or quality, septic dye or lead in water or paint are specifically requested, the client signs the company's agreement form for each test requested in advance and pays the fee set by the company with respective limitations. Also excluded from the inspection and report are items not required to be observed or reported on as provided in the New York State Standards of Practice for Home Inspectors or Code of Ethics and Regulations for Home Inspectors. Also excluded are septic systems - septic tank - distribution box - lines and leach fields, swimming pools - hot tubs - saunas and all related fixtures - appurtenances - wiring and equipment associated therewith, solar panels, wind turbines, electric generators of any type, above ground and underground storage tanks of any kind and their lines, fire and lawn sprinkler systems, and the confirmed presence or absence of or damage done by pests, rodents, wood borers and other insects, animals and the like. Barns, play sets, sheds, recreational equipment and/or other items and out buildings are also excluded. In the event that a specific condition or substance is identified, it is intended to raise the client's awareness about that item in particular indicating that a more comprehensive analysis may be needed by a qualified expert in that specific field which is not part of this inspection or services provided hereby.

Client agrees that the company and inspector are not responsible for any incidental or consequential damages whatsoever. No oral statement made by the inspector or other company representative shall expand the scope or change the terms of this agreement or inspection report. This contract contains the entire agreement of the parties and cannot be modified except in writing signed by both parties. If any portion of this agreement is found to be invalid or unenforceable the parties agree that the remaining provisions are enforceable.

THE INSPECTION AND REPORT ARE NOT A GUARANTY OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. CLIENT AGREES THAT NO ACTION TO RECOVER DAMAGES CAN BE BROUGHT MORE THAN ONE YEAR AFTER THE DATE OF THIS INSPECTION OR OTHER SERVICE, TIME BEING OF THE ESSENCE.

