

PRE - INSPECTION AGREEMENT

CLIENT:

ADDRESS:

INSPECTION Home Wood Destroying Insect Septic Loading Radon Gas Test Water Quality Apartment SERVICES: Commercial Other:

1. **SCOPE of the INSPECTION:** "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 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. If immediate threats to health and 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".

Home Inspection: Visual inspection conducted in accordance with either of the following: NEW YORK STATE CODE OF ETHICS AND STANDARDS OF PRACTICE Subparts 197-4 and 197-5 CONNECTICUT HOME INSPECTION REGULATION 20-491.

Wood Destroying Insect (Termite): A visual inspection of accessible areas. See NPMA-33 report for specific details.

Apartment Inspection: A brief, building walk-through inspection followed by a detailed apartment interior inspection, the latter conducted in accordance with the pertinent Standards relating to the apartment interior only.

Commercial Inspection (5-family and above and business property): A walk-through visual inspection of building conditions to identify conspicuous defects or significantly deferred maintenance of a property's material systems, components or equipment.

Septic Loading (Dye Test): A basic functional test. A septic system is concealed below ground and is not accessible.

Radon Gas and Water Quality: Inspector acts as agent to gather test sample. Independent laboratory provides test results.

2. **LIMITATIONS and EXCLUSIONS:** (See Standards for complete details) Household appliances; any component or system which is concealed, buried below ground, shut down or otherwise inoperable, does not respond to normal operating controls.

3. **REPORTS:** Are provided for all inspection services ordered by the Client and are for the Client's exclusive use.

4. **HAZARDOUS MATERIALS:** The inspection does not address the possible presence of or danger from hazardous materials.

5. **DISCLAIMER of WARRANTY and LIMIT of LIABILITY:** Inspection services and reports are not intended to be used as a guarantee or warranty or insurance, expressed or implied, regarding the adequacy, performance or condition of any inspected item. It is agreed that the maximum liability for any loss or damage, in the case of negligence, or the inspector otherwise being at fault in performing the inspection, shall be limited to a sum equal to the fee charged for the specific service.

CLIENT'S INITIALS x _____

6. **NOTICE and STATUTE of LIMITATIONS:** Should the Client have a grievance pertaining to an inspection, a formal written complaint describing the claimed discrepancy must be provided within ninety (90) days of the inspection completion. Client understands and agrees that failure to provide written notification as stated above shall constitute a waiver of all claims the Client may have against the inspector. Client further agrees to provide the inspector ten (10) days to respond to the written complaint. Client guarantees the inspector the right to re-inspect a claimed discrepancy and offer resolution prior to Client's performance of remedial measures (except in the event of an emergency or to avoid potential damage). The parties agree to arbitrate any claim in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

7. **INSPECTION FEE:** \$ _____ DUE AT THE COMPLETION OF THE INSPECTION

Fee Includes: Radon \$, with Client pickup after 2-days, not to exceed 6-days; Water Quality \$; Other \$

RECEIPT FOR PAYMENT: Check Cash Money Order **PAYMENT ACKNOWLEDGED:** _____

I have read this contract and understand and agree to its terms and conditions.

CLIENT x _____

Client Not Present for On-site Inspection

Fred Macli x _____

NYS HI License #1600005613 CT HI License #623

Inspection Date