



Total fee

1. SCOPE OF INSPECTION: The inspection and report are limited to a visual inspection of the general systems and structural components of the home. The inspection will be performed in compliance with ASHI accepted standards of practice, which may be viewed on our website (Abetheinspector.com). The report will identify any system or component which may be in need of immediate major repair.

2. OUTSIDE THE SCOPE OF THE INSPECTION:

"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 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 unless duly licensed to do so."

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, Client must do so at Client's expense.

Waste System. Client has been informed that a video inspection of the home's waste system would be helpful to evaluate its condition and to disclose such non-obvious conditions as unknown septic systems. Anything that is in the ground visible or otherwise cannot be reported on. This includes but is not limited to waste lines, water lines, Underground tanks. Client expressly acknowledges that Home Inspection Services is not responsible to determine the type of waste system present in the premises and will rely on information provided by Client and/or the broker involved.

Client's initials: _____

Radon Testing. Client has been informed of the dangers involved with radon, and Home Inspection Services has provided Client with EPA literature concerning radon which can also be downloaded from our website which can be found on the library page. Client expressly requests that Home Inspection Services not perform any test of radon levels in the premises and hereby waives any right to make a claim against Home Inspection Services on account of loss, damages or injury directly or indirectly related to the presence of radon in the premises.

Client's initials: _____

Mold Sampling. Client has been informed of the dangers and health hazards involved with mold conditions, seen or unseen. Client expressly requests that Home Inspection Services not take air samples or contact samples for analysis or perform any other test for the presence of mold in the premises and hereby waives any right to make a claim against Home Inspection Services on account of loss, damages or injury directly or indirectly related to the existence of mold conditions in the premises.

Client's initials: _____

1. Appliances/Mechanical Devices: Appliances are tested for basic function only [on/off, and visible leakage]. Carbon Monoxide/Natural Gas levels are not tested. Sub functions are not tested as part of a standard home inspection. We do not monitor drying or draining cycles. Stoves are tested for basic operation only, Ovens are tested for on/off only [if present] Refrigerators are not moved to examine water hookups or ice maker function [if present].

Washer/Dryer [if present] are tested for basic function only [on/off and drain]. Visible leaks are looked for. Units are not moved.

2. Mechanical Devices: Boiler, Furnaces, Hot Water Heating Systems: Are visually checked for leakage and proper operation. Valves and controllers are not tested and due to the requirement of specialty testing devices Carbon Monoxide levels are not tested.

3. All permanently devices are operated at the time of the inspection. **Please be aware as with any mechanical device this is a snap shot in time only and Home Inspection Services is not responsible for the condition of the devices present after leaving the home.** Failure can occur at any time and for piece of mind we recommend that you consider getting a whole house warranty that will cover all major appliances. [Discuss this with your agent.]

Note: Some devices are not inspected as part of a standard home inspection, Example: Whole house theater systems, Whole house vacuum systems, Sprinklers Systems, Alarm Systems, Generators to name a few. See the ASHI Standards of Practice available on our web site for a complete list.

We recommend all Appliances and Mechanical Devices be operated and tested during your final walkthrough.

Client's Initials: _____

3. WRITTEN INSPECTION REPORT: All reports are computer generated. Each report includes color photographs and is unique to its underlying inspection. The inspector will answer any questions that may be asked during the inspection process and will give a verbal summary of the home's condition at the end of the inspection. The report will be completed in a timely fashion and a copy will be emailed upon completion, with a hard copy to be mailed promptly thereafter.

4. CONFIDENTIALITY: The inspection report is solely and exclusively for the use and information of Client and will not be released by Home Inspection Services to any other person without client's consent.

Client hereby authorizes Home Inspection Services to release the report and requests that a copy be furnished to:

Client's Realtor: _____

"If immediate threats to health or safety are observed during the course of the inspection, 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."

5. DISCLAIMER OF WARRANTY: It is understood and agreed by Client that Home Inspection Services is not an insurer and does not insure against defects in the property inspected. Home Inspection Services makes no guaranty or warranty, express or implied, as to the condition of any component inspected, and Client understands and acknowledges that the report is in no way a written warranty or guarantee of the condition of the home, but only a summation of observations made by the inspector, taking account of the age of the components and normal wear and tear.

6. PRE-LISTING INSPECTION: A pre-listing inspection is for the owner of the home and assumes full disclosure by the owner. The purpose of the inspection is to provide the owner with an inspection and report similar to what would be provided to a potential buyer of the home, containing an objective evaluation of the condition of general systems and structural components of the home and/or any particular areas designated by the owner. With a pre-listing inspection report, the owner can make necessary corrections or repairs before listing the home for sale or can disclose detected problems to a potential buyer. Any areas or components not specifically referred to in the report are outside the scope of the inspection. NOTE: Home Inspection Services and its inspectors perform all inspections objectively and write all reports without regard to the personal interests of Client. Nevertheless, because inspectors and reporting techniques differ, no two inspections or reports necessarily will be the same, even if performed on the same property at the same time, and an inspection and report prepared for a potential buyer may reveal different conditions and/or report matters differently than the pre-listing inspection and report.

7. ROT, WOOD DESTROYING INSECTS: Home Inspection Services is a licensed pest control company. This is available add an additional fee if desired. Our inspection and report regarding the existence of rot or the presence of termites or other wood destroying insects is preliminary only, and is done in conjunction with our primary structural inspection [When hired to do so]. Our method of detecting rot, termites or other wood destroying insects is by visual inspection of readily accessible areas of the home. Your inspector will not probe, break apart, deface, mar, dismantle, move, remove or take any other actions that might be necessary to inspect non-accessible, non-visible areas of the home. Areas that are remote, but visible, will be inspected to the extent possible. Client understands and acknowledges that rot or infestation often remains invisible to the naked eye, and the inspection by Home Inspection Services is visual only. [When hired to do so]. Accordingly, Home Inspection Services makes no guaranty or warranty, express or implied, regarding the existence or non-existence of rot or the presence or absence of termites or other wood destroying insects.

We emphasize that assurance of arresting or prohibiting infestation by termites or other wood destroying insects, whether concealed or discovered, can be obtained only through treatment and a warranty from a State Licensed Pest Control Company.

Clients Initials: Is _____ or is not _____ performing a wood destroying inspection.

8. RIGHT OF REINSPECTION: If a component of the property, appliance or piece of mechanical equipment is inspected and reported on by Home Inspection Services and subsequently is discovered to be in a condition requiring replacement or repair which differs from the condition reported by Home Inspection Services, Client will inform Home Inspection Services and will permit reinspection of that component, appliance or piece of equipment before Client makes repairs or effects replacement. If Client makes repairs or effects replacement before Home Inspection Services has an opportunity for reinspection, Client waives any and all actions against Home Inspection Services for in inadequate initial inspection.

9. LIQUIDATED DAMAGES. Client understands and acknowledges that Home Inspection Services has no responsibility or liability for loss, damage or injury due directly or indirectly to any defects or deficiencies in the condition of the property inspected, and it is impractical and extremely difficult to fix the actual damages, if any, which may be the proximate result of any failure or deficiency on the part of Home Inspection Services in the performance of its obligations under this Agreement. Therefore, Client hereby agrees that if Home Inspection Services is found liable for any loss, damage or injury as a result of any such failure or deficiency, the liability of Home Inspection Services shall be limited to a sum equal to the fee paid for the inspection, and the parties hereby agree that such sum is not a penalty, but rather a mutually beneficial estimate of the damages suffered by Client, which shall be considered "liquidated damages."

10. ELECTION OF REMEDIES. The parties hereby agree to arbitrate, in accordance with the construction industry arbitration rules of the American Arbitration Association, any and all claims which may arise out of the performance of this Agreement. Arbitration in accordance with this provision shall be deemed waived unless a written demand is filed with the American Association, with a copy delivered to the other party, not more than two (2) years after the date of the inspection. Client hereby elects arbitration as Client's sole remedy on any and all claims arising out of the performance of this Agreement and expressly waives any right to sue thereon.

11. INDEMNIFICATION: In the event that any claim is taken to arbitration, and Home Inspection Services is found to be without liability on such claim, Client shall indemnify and hold Home Inspection Services harmless from and against all expenses and costs of arbitration, including reasonable attorney fees.

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Client and Home Inspection Services. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties hereto, or their respective successors in interest. Any additional inspections are to be performed subject to the terms and conditions of this Agreement, but Home Inspection Services reserves the right to charge an additional fee for any additional inspections.

13. **Building Code:** This inspection is not a building code inspection and examines the structure in its present state. Home Inspection Services inspectors are not code officers. A title search should be performed by your lawyer and a current certificate of occupancy be provided prior to closing. Any updates required in the home is the responsibility of the local municipal building inspector.

14. **COVID-19 –** I/we understand that personal contact with others, including but not limited to, home inspectors during COVID-19 outbreak involves a certain degree of risk that could result in illness, permanent disability, or death. After carefully considering the risks involved, and in consideration of the Inspector's Companies willingness to conduct the inspection, I/we hereby release and hold harmless Home Inspection Services (Inspection Company) owners, officers, employees, contractor's agents, heirs, assigns etc. from any liability of any kind whatsoever, including injury or death claims, arising or allegedly arising out of Inspection Companies inspection of the property noted in this agreement, regardless of the theory of recovery asserted, including but not limited to claims based on allegations of negligence. I/we intend this release to be the broadest release allowed by law.

15) LIMITATIONS, EXCEPTIONS AND EXCLUSIONS

The Inspection only includes those systems and components expressly and specifically identified in the Inspection Report. The Inspection limitations, exceptions and exclusions in the Standards of Practice are incorporated herein. In addition, any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or in any other fashion is excluded. Tile Inspection does not include any destructive testing or dismantling. The following systems and components and areas are among those NOT included but not limited to in the Inspection or Inspection Report:

Latent or concealed defects, compliance with code or zoning ordinances or permit research or system or component installation or recalls.

Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing.

Termites or other wood destroying insects and or organisms, rodents or other pests, dry-rot or fungus; or damage from or relating to the preceding. This exclusion is deleted if the Client has the Company perform wood destroying organism inspection for an additional fee.

Private water, sewage systems, water softeners or purifiers, radiant heat systems or solar heating systems. Pools, spas, hot tubs, saunas, steam baths, fountains or other types of or related systems and components.

Repair cost estimates or building value appraisal.

Thermostatic or time clock controls, radio controlled devices, automatic gates or elevators, lifts, dumbwaiters.

Free standing appliances and gas appliances such as fire pits, barbecues, exterior kitchens and supporting devices. heaters and lamps.

Main gas shut off valve. Any gas leaks. Furnace heat exchangers.

Seismic safety, security or fire safety systems or security bars and/or safety equipment.

Any adverse condition that may affect the desirability of the property including but not limited to proximity to railroad tracks or airplane routes, boundaries, easements or rights of way, adjoining properties or neighborhood.

Unique/technically complex systems or components, system or component life expectancy or adequacy or efficiency of any system or component.

ENVIRONMENTAL AND HEALTH ISSUES

The Client specifically acknowledges that a Property Inspection is NOT an Environmental Survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or, hazards in the air, water, soil or building materials. Such environmental concerns and hazards include but are not limited to asbestos; "Chinese Drywall"; radon [unless hired to do so]; lead; urea formaldehyde; mold [Unless hired to do so]; mildew; fungus; odors; noise; toxic or flammable chemicals; water or air quality; PCB's or other toxins; electromagnetic fields; underground storage tanks; proximity to toxic waste sites; carbon monoxide. You agree to hold the Company and Inspector harmless for any injury, health risk or damage caused or contributed to by these conditions.

Client's Initials: _____

BY SIGNING BELOW, or by authorizing another individual to sign this Agreement on Client's behalf, Client acknowledges having read, understood and agreed be bound by the terms and conditions of this Agreement.

Home Inspection Services

Client or Client's Duly Authorized Representative

Inspection Company
Home Inspection Services

Client

9/5/20

Date