



Total fee

1. **SCOPE OF INSPECTION:** The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. **The inspection will be performed in compliance with ASHI accepted standards of practice, a copy which is included with this report. THE SCOPE OF THE INSPECTION IS LIMITED TO THE ITEMS LISTED WITHIN THE REPORT PAGES INDICATED.**

OUTSIDE THE SCOPE OF THE INSPECTION: Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all risk for all conditions which are concealed from view at the time of the inspection.

2. **WRITTEN INSPECTION REPORT:** A written report of the inspection shall be furnished to the Client by Home Inspection Services within a reasonable time after completion of the inspection, and Client acknowledges that such a report is in no way a written warranty or guarantee of the condition of the Property, but only a summation of observations made by the inspector, based on the age of the components and normal wear and tear.

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.

3. **DISCLAIMER OF WARRANTY:** It is understood and agreed by the parties that Home Inspection Services is not an insurer and does not insure against defects in the property inspected. Home Inspection Services makes no guarantee or warranty, expressed or implied, including warranty of merchantability or fitness of use as to the condition of the property inspected.

4. **LIQUIDATED DAMAGES:** It is understood and agreed by the parties that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of Home Inspection Services to perform any of its obligations hereunder. The Client does not desire this contract to provide for full liability of Home Inspection Services and agrees that Home Inspection Services shall be exempt from liability for loss, damage or injury due directly or indirectly from any defects in the property inspected or for the services performed hereunder, but that if Home Inspection Services should be found liable for any such loss, damage or injury, Home Inspection Services liability shall be limited to a sum equal to the amount of the fee paid for the inspection, as stated above, as the agreed upon liquidated damages and not as a penalty. Such damages shall be Client's exclusive remedy in the event of an alleged breach of the Agreement by Home Inspection Services, its agents or employees.

5. **STATUE OF LIMITATIONS:** No suit or action shall be brought against Home Inspection Services by Client for a breach of this Agreement at any time beyond one (1) year after the accrual of the cause of action thereof and signing of contract.

6. **INDEMNITY:** In the event any person, not a party to this agreement, shall make any claim or file any lawsuit against Home Inspection Services for failure of its services hereunder in any respect. Client agrees to indemnify, defend, and hold Home Inspection Services harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney fees.

7. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Client and Home Inspection Services.

Any amendment or modifications of this agreement shall be in writing and shall be signed by all of the parties hereto, or their successors in interest. Any additional inspections are to be performed subject to the terms and conditions of this agreement, except for fees charged for such additional inspections.

8. LITIGATION: Should a party to this agreement make any claim or file any lawsuit against Home Inspection Services, such party shall pay all damages, expenses, costs and attorney fees of Home Inspection Services, if the complaining party does not win.

9. ARBITRATION: The parties agree to arbitrate any claim which may arise out of the performance of this agreement in accordance with the construction industry arbitration rules of the American Arbitration Association. A written demand for arbitration shall be filed with the American Arbitration Association and the other party. Any such claim shall be waived unless the demand for arbitration shall be made within two (2) years from the inspection date.

10. RIGHT OF REINSPECTION: If a component of the property, appliance, or piece of mechanical equipment inspected and reported by Home Inspection Services is discovered as requiring repair or replacement which differ from that stated in Home Inspection Services report, the Client will inform Home Inspection Services and allow Home Inspection Services to reinspect the item before the client repairs or replaces the item. If the client does repair or replace the item before Home Inspection Services has the opportunity to reinspect it, client waives any and all actions against Home Inspection Services for failure to adequately inspect such item.

11. CONFIDENTIAL REPORT: The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may request distribution of the inspection report with written permission or initialing below, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client and Inspector do not intend to benefit said seller or the real estate agents directly or indirectly, defend, and hold Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

12. PRE-LISTING INSPECTION: A pre-listing inspection is for the seller of the home. The agreed purpose of the inspection is to evaluate major structural and systems condition and any other areas designated to us by the seller. It is meant to provide the seller with an inspection and report similar to the type provided to a buyer. It is understood that the report will not contain photographs and is in a check list form. This can allow the seller to make any necessary corrections prior to sale or to disclose the detected problems to the buyer. It assumes full disclosure by the seller and is not to be considered a guarantee or warranty of the items inspected. Any items not specifically referred to in this report were not part of our designated inspection. NOTE: As inspectors and reporting techniques differ, no two inspections or reports will be alike even if performed on the same property at the same time. Therefore, even though Home Inspection Services and its inspectors objectively perform all inspections and write reports without regard to the seller's personal interests, subsequent inspections could reveal and report matters differently.

13. ROT, WOOD DESTROYING INSECTS: This company is not a licensed pest control company or exterminator. our inspection for rot or existence of wood destroying insects is a preliminary one done in conjunction with our prime responsibility, that is, examination of structural condition. We emphasize that rot or infestation often remains invisible to the naked eye, and therefore establishment of such conditions is often not readily apparent. As with an inspection by a pest control company or exterminator, our method of detecting the existence of rot, termites, or other wood destroying insects is made by visual inspection of readily accessible areas. No inspections are made by probing, breaking apart, defacing, marring, dismantling, removing or moving, or any actions that would be necessary to inspect non-accessible, non-visible areas. Areas visible, but remote, are inspected, where possible. Although infestation or rot could have been in existence, or was in the process of establishment, but because our inspection was made under conditions recited herein, we disclaim and liability, expressed or implied, as to such existence or absence thereof.

14. "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 unless duly licensed to do so." 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."

WE EMPHASIZE THAT YOUR ONLY ASSURANCE OF ARRESTING OR PROHIBITING INFESTATION, WHETHER CONCEALED OR DISCOVERED, IS TO OBTAIN TREATMENT AND A WARRANTY FROM A STATE LICENSED PEST CONTROL COMPANY.

Platinum:

All reports are computer generated, and are unique to each inspection. The inspector will answer any questions that might be asked during the inspection process, and give a summary of the homes condition at the end of the inspection. Color photos are included with this report. The report will be completed in a timely fashion and a e-mailed copy will be sent. A hard copy will be mailed shortly after.

Radon Test Refusal

Home Inspection Services has informed the client of the dangers involved with radon and supplied the client with EPA literature regarding radon. The client has requested Home Inspection Services not to perform the radon test and will not hold Home Inspection Services or its inspectors responsible for any dangers or injuries now or in the future in regard to radon.

Initial: _____

Executed as of the date signed below, client's signature(s) below acknowledges that client has read the foregoing agreement and understands its terms and conditions. If client authorizes another individual to represent his interest in the services being requested of Home Inspection Services, client agrees to be bound by all the terms of this agreement as signified by the signature of his representative.

Inspection Company
Home Inspection Services

Client

9/22/10

Date