



PRE-INSPECTION AGREEMENT

Subject Property to be Inspected:

Inspection Date:

Inspection Time:

Client(s) Name:

Client(s) Present Address:

Inspected By: Abe Kurek Lic# HOI.0000917

PLEASE READ THIS DOCUMENT AND ATTACHED ADDENDUM(S) CAREFULLY. IT CONTAINS PROVISIONS THAT LIMIT YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. IF YOU HAVE ANY QUESTIONS REGARDING THE TERMS OF THIS PRE-INSPECTION AGREEMENT YOU SHOULD DISCUSS THEM WITH THE INSPECTOR PRIOR TO SIGNING THIS AGREEMENT.

The Client authorizes _____ hereinafter referred to as "the Company", to provide the following inspection services at the above identified Subject Property, and agrees to pay the price stated to the Company for the performance of the inspection(s) and issuance of the inspection report(s).

———— **ONLY THOSE SERVICES CHECKED OFF WITH A WRITTEN PRICE WILL BE PROVIDED** ————

- | | | | |
|--|----|--|----|
| <input checked="" type="checkbox"/> Home Inspection | \$ | <input checked="" type="checkbox"/> Radon Test | \$ |
| <input checked="" type="checkbox"/> Termite Inspection | \$ | <input type="checkbox"/> Well Inspection | \$ |
| <input checked="" type="checkbox"/> Mold Inspection | \$ | <input type="checkbox"/> Thermal Inspection | \$ |

The total fee for our service(s) is \$ _____ Payment is expected before or at the time of inspection. All expenses incurred in collecting any overdue payments or returned checks are the responsibility of the Client.

Payment is made by: Check No. Cash / Money Order No. Credit Card

REPORT DISTRIBUTION: The Client controls the distribution of all inspection reports and authorizes the Company to release copies of the report or summary to the following: CLIENT CLIENT'S Real Estate Agent CLIENT'S Attorney Other:

NOTE: IMPORTANT LIMITATIONS AND EXCLUSIONS OF THIS PRE-INSPECTION AGREEMENT ARE CONTAINED IN THE ATTACHED ADDENDUM ENTITLED *LIMITATIONS AND EXCLUSIONS OF THE HOME INSPECTION AND REPORT*. PLEASE THE READ THE ADDENDUM CAREFULLY. PLEASE FEEL FREE TO ASK ANY QUESTIONS. For all other services provided by the Company, if any, the terms and conditions of such services are contained in the additional attached Agreements and/or Addendums.

I have read and agree to each of the terms, conditions, limitations and exclusions of this Pre-Inspection Agreement and the attached addendum(s).

Client's Signature: _____ Date: _____

Inspector's Name: _____ Abe Kurek Lic # HOI.0000917 _____ Date: _____

LIMITATIONS AND EXCLUSIONS OF THE HOME INSPECTION AND REPORT

CLIENT AND COMPANY (Company is also defined to include any and all inspectors who perform the contracted-for inspections as an employee or independent contractor of the Company) agree to the following terms and conditions:

- 1. Client Attendance and Permission to Access Subject Property:** The Client acknowledges that Client and/or any authorized representative has been encouraged to attend and participate in the inspection and recognizes that failure to do so may result in less than a complete understanding of the findings. The Client further acknowledges that such participation is at the Client's own risk. The Client warrants that permission has been secured for the Company to enter and inspect the Subject Property.
- 2. Standards of Practice:** The scope of this inspection is defined and limited by the standards, limitations, exceptions and exclusions as contained in the Department of consumer Protection's Regulations for Home Inspectors, R.C.S.A. §§ 20-491-1—20-491-28 and this Pre-Inspection Agreement. The Company shall inspect readily accessible systems and components of the Subject Property and its installed systems and components. Inspections performed in accordance with these regulations are not technically exhaustive. The Company is not required to identify concealed conditions or latent defects. The inspector is not required to perform any action or make any determination unless specifically stated in these regulations, except as may be required by lawful authority.
- 3. Definitions and Purpose of the Inspection:** **Inspect** means to examine readily accessible systems and components of a building in accordance with home inspection statutes and sections 20-491-1 to 20-491-26, inclusive, of the Regulations of Connecticut State Agencies, using normal operating controls and opening readily accessible panels. **Readily accessible** means available for visual inspection without requiring moving of personal property, dismantling, destructive measures, or any action which will likely involve risk to persons or property. **Normal operating controls** means devices such as thermostats; switches or valves intended to be operated by the homeowner. **Significantly deficient** means unsafe or not functioning. **Unsafe** means a condition in a readily accessible, installed system or component that is judged to be a significant risk of personal injury during normal, day-to-day use. The risk may be due to damage, deterioration, improper installation or a change in accepted residential construction standards.
- 4. Inspection Report:** The Company will provide the Client with a written Report which shall: (a) identify readily accessible systems and components of the Subject Property and its installed systems and components; (b) report on those systems and components inspected which, in the professional opinion of the inspector, are significantly deficient or are near the end of their service lives; (c) provide a reason why, if not self-evident, the system or component is significantly deficient or near the end of its service life and the inspector shall provide recommendations to correct or monitor the reported deficiency; and (d) report on any systems and components designated for inspection in R.C.S.A. §§ 20-491-1—20-491-28 which were present at the time of the home inspection, unless a written reason is provided as to why any such systems or components were not inspected.
- 5. Inspection Exclusions:** The Company is **NOT REQUIRED TO DETERMINE**: (1) the condition of systems or components which are not readily accessible; (2) the remaining life of any system or component; (3) the strength, adequacy, effectiveness, or efficiency of any system or component; (4) the causes of any condition or deficiency; (5) the methods, materials, or costs of corrections; (6) future conditions, including, but not limited to, failure of systems or components; (7) the suitability of the property for any specialized use; (8) compliance with regulatory requirements (codes, regulations, laws or ordinances); (9) the market value of the property or its marketability; (10) the advisability of the purchase of the property; (11) the presence of potentially hazardous plants or animals, including, but not limited to, wood destroying organisms or diseases harmful to humans; (13) the effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances; (14) the operating costs of systems or components; or (15) the acoustical properties of any system or component. The Company **IS NOT REQUIRED TO** offer or perform any act or service contrary to law or perform engineering services, or perform work in any other trade or any professional service other than home inspection, or offer any warranties or guarantees of any kind. The Company **IS NOT REQUIRED TO** operate any system or component which is shut down or otherwise inoperable, any system or component which does not respond to normal operating controls, or shut-off valves. The Company **IS NOT REQUIRED TO** enter any area which will, in the opinion of the inspector, likely be dangerous to the inspector or other persons or damage the property or its systems or components; or the under-floor crawl spaces or attics which are not readily accessible. The Company **IS NOT REQUIRED TO INSPECT**: (1) underground items including, but not limited to, underground storage tanks or other underground indications of their presence, whether abandoned or active; (2) systems or components which are not installed; (3) decorative items; (4) systems or components located in areas that are not entered in accordance with R.C.S.A. §§ 20-491-1—20-491-28; (5) detached structures other than garages and carports; or (6) common elements or common areas in multi-unit housing, such as condominium properties or cooperative housing. The Company **IS NOT REQUIRED TO**: (1) perform any procedure or operation which will, in the opinion of the inspector, likely be dangerous to the inspector or other persons or damage the property or its systems or components; (2) move suspended ceiling tiles, personal property, furniture, equipment, plants, soil, snow, ice, or debris; or (3) dismantle any system or component, except as explicitly required by R.C.S.A. §§ 20-491-1—20-491-28. The Company **IS NOT REQUIRED TO DETERMINE** whether any system or component of the Subject Property has been affected by the illegal manufacture, distribution, storage, possession or sale of any illicit drugs, products or by-products, including, but not limited to, methamphetamines, and including any and all chemicals, tools, household fixtures or appliances used to facilitate such illegal activities. The Company **IS NOT RESPONSIBLE FOR DETECTING, IDENTIFYING, DISCLOSING OR REPORTING** 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: (1) oil, gasoline or any other petroleum product; (2) urea formaldehyde; (3) mold; (4) mildew; (5) fungus; (6) odors; (7) noise; (8) toxic or flammable chemicals; (9) water or air quality; (10) PCBs or other toxins; (11) electromagnetic fields; (12) proximity to toxic waste sites or sites being monitored by any state or federal agency; (13) the presence or effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances (14) carbon monoxide; (15) the presence of or any hazards associated with the use or placement of Chinese drywall at the Subject Property; or (16) any other environmental or health hazards, unless otherwise agreed to and an additional fee paid.
- 6. Disclaimer of Warranty:** The Client understands that the inspection and report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. Additionally, neither the inspection nor inspection report is a substitute for any real estate transfer disclosures that may be required by law.

7. **Notice of Claims:** The Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. The Client also agrees to allow the Company ten (10) days to come to the Subject Property to inspect and evaluate any condition complained of by the Client to the Company and not to make, or allow others to make, any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency.

8. **BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY:** Any dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the inspection or the report shall be submitted to final and binding arbitration as conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC. The decision of the arbitrator appointed by Construction Dispute Resolution Services, LLC shall be final and binding and judgment on the decision may be entered in any Court of competent jurisdiction. All proceedings must be held in the state where the inspection was performed. **NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.**

9. **Choice of Law:** This Pre-Inspection Agreement shall be governed by Connecticut law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

10. **LIMITATION OF LIABILITY. PLEASE READ CAREFULLY:** The Client understands and agrees that the Company is not an insurer and that the payment for the inspection and report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the report as described herein. Thus, the Client agrees that the sole and exclusive remedy for any claims against the Company, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the inspection or the report, is limited to an amount equal to the inspection fee multiplied by two (2), as liquidated damages and not as a penalty. The Client releases the Company from any and all additional liability, whether based on contract, tort, or any other legal theory. The Client understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision.

11. **Systems & Components Not Inspected By Agreement:** The Client and the Company agree that the following systems and/or components of the Subject Property are specifically excluded from the inspection at the request of the Client:

12. **Responsibility for Return Inspections:** The Client understands that if any systems and/or components of the Subject Property cannot be inspected due to unforeseen circumstances during the inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the Subject Property at a later date or time to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the report. If Client desires the Company to return at a later date or time the Client hereby agrees that the Company will charge the Client an additional fee in the amount of \$ ____ To be discussed. Fees will apply. to conduct the return inspection.

13. **LIMITATION ON TIME TO BRING LEGAL ACTION. PLEASE READ CAREFULLY:** Any legal action, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, ordinance, regulation or code, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the inspection or report must be brought within one (1) year from the date of the inspection, regardless of when the Client first discovers the facts supporting such possible claims as identified herein. Failure to bring said action within one (1) year of the date of the inspection shall be a complete bar to any such action and a full and complete waiver of any rights, actions or causes of action that may have arisen from the inspection and/or inspection report. This time period may be shorter than otherwise provided by State law.

14. **Entire Agreement:** This Pre-Inspection Agreement and any subsequent report issued to the Client by the Company represent the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. The inspection is being performed for the exclusive use and benefit of the Client. The inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

15. 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. 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: _____

16. 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: _____

17. 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: _____

18. [A]. 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.

[B]. 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.

Client's Initials: _____

[C]. 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 peace 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.

Clients Initials: _____

19. **Client's Agreement & Understanding of Terms:** By signing this Agreement, the undersigned Client agrees that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above. The Client understands that the Client has a right to have an attorney of the Client's choice review this Agreement before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Agreement, the Client is free to not sign it. The Client understands that the Client may retain another provider to perform the services contemplated by this Agreement. The Client further understands that, should the Client not agree to the terms and conditions set forth in this Agreement, the Client may negotiate with the Company for different terms and conditions.

Client's Signature: _____ Date: _____

Inspector's Signature: _____ Date: _____

Inspector's Name: Abe Kurek Lic# HOI.0000917