

No.

**CAREFULLY REVIEW THIS CONTRACT. STOP THE WORK AND HAVE YOUR ATTORNEY/SOLICITOR REVIEW IT IF YOU WISH.**

This contract is by and between \_\_\_\_\_ "Client"  
 \_\_\_\_\_ First Name \_\_\_\_\_ M. Init. \_\_\_\_\_ Last Name  
 and **Homepro Inspections LLC** **P.O. Box 601, Johnson, NY 10933** "Company"  
 \_\_\_\_\_ Company Name \_\_\_\_\_ Company Address

**SCOPE OF WORK TO BE PERFORMED:** Client hereby engages Company to perform a standard building inspection of the property located at:

A standard inspection is intended to help educate the client in the evaluation of the overall condition of a building. It is based on observation of the visible and apparent condition of the building and its components on the date of the inspection. The results of this work are not intended to make any representation regarding latent or concealed defects that may exist and no warranty or guaranty is expressed or implied. If the person conducting the inspection is not a licensed structural engineer or other professional whose license and/or specialized training authorizes the rendering of an opinion as to structural integrity, safety, or serviceability of a building or its other component parts, you are advised to seek a professional opinion as to any defects or concerns mentioned in the report. I understand that the complete report is all the verbal interaction at the inspection, follow up calls and the attention home buyer letter as well as all material in your folder and online. Clients who wish more extensive or intensive inspections, or reporting beyond that provided by the standard inspection and which requires more time (i.e. a more exhaustive listing of minor items, check all windows, etc.), or specialized talent or skill should arrange for those services independently, or may subcontract for those services via the Company. Such efforts may find additional or more extensive problems or render opinions that differ from those rendered via a standard inspection. A non-exhaustive listing of "inspection plus-Additional Services" and associated cost approximations can be found on a sheet in your folder or by contacting our office. The reverse side of this contract contains a non-exhaustive list of limitations inherent in the standard building inspection. Clients who wish to have a more comprehensive building inspection performed or for increased liability of the Company must contract separately for those services. Due to the visual nature of home inspections the inspector and/or company can only be held responsible for gross negligence.

**PRE-SETTLEMENT:** Client accepts that this work is no substitute for a pre-settlement inspection (see guide) for which the client is responsible since damages, mechanical failures, and symptoms, clues, etc. may appear after this work is performed and before the legal acceptance of the property. Client waives any right to make a claim against company if Client has not diligently performed a pre-settlement inspection or has not initiated a more extensive investigation.

**RIGHT OF ENTRY:** I warrant that I or my agent have made all necessary arrangements with the selling party for the company to enter and inspect the property described in this agreement.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

**STANDARD INSPECTION:** I hereby request a standard visual inspection of the primary building and attached garage/carport on the property at the above address in full understanding and acceptance that the total liability of the Company and/or inspector for mistakes, errors, or omissions in this inspection shall be limited to the inspection fee or the mutually agreed dollar amount of \$\_\_\_\_\_ except as otherwise provided by law. Any claims must be made within one year of the inspection date.

**CLIENT SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
 One signature binds spouses, et als, etc.

**INSPECTION PLUS:** I desire an "Inspection Plus" inspection **Yes** **No** and report with a limitation on liability negotiable with the work chosen. The report is due in \_\_\_\_\_ days and may include retaining specialists as needed. "Inspection Plus" shall include the services listed on the back of this page.

The fee for the Standard Inspection plus a \_\_\_\_\_ % deposit for additional services is required to commence "Inspection Plus" work.

**CLIENT SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_ **FEE: \$** \_\_\_\_\_  
 One signature binds spouses, et als, etc.

I certify that I have received the contract prior to the start of the service, either by hand, email or USPS. I have read each side of this form. I understand the content and agree to be bound by the terms of this contract, or have renegotiated them in writing (see back) to my satisfaction. I am aware that this is a limitation of liability and a contract between myself and Company. In the event of refund of the fees charged or the mutually agreed dollar amount, such refund shall be accepted by the undersigned as full and final settlement of all claims and causes of action against the Company and/or inspector as agreed herein. Acceptance of this report constitutes acceptance of all contractual terms herein. I agree to pay the charge as specified below. The following areas, or those noted in the inspection report, were not inspected/inaccessible, or are otherwise totally disclaimed:

**CLIENT SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_ **FEE \$** \_\_\_\_\_  
 One signature binds spouses, et als, etc.

**COMPANY: Homepro Inspections LLC**

**INSPECTOR SIGNATURE:** \_\_\_\_\_

☐ Client carefully read the contract. REV.06/2017

**CLIENT PARTICIPATION AND INSPECTION:** Client is encouraged to participate in the inspection but Client does so at his/her own risk. The Company shall have no liability for personal injury, property damage, or any other damages resulting from Client's participation in the inspection. \_\_\_\_\_ X

**THIRD PARTIES:** Client agrees that the report and information from this work is exclusively for its own benefit as it relates to this transaction only and in all other cases is the property of the Company. Client specifically warrants that there are no third parties who are intended beneficiaries of this contract. Client hereby agrees to indemnify and hold harmless the Company for any damages and/or expenses, including attorney's fees, involved in defending any claim made by a third party as a result of the services performed under this contract. \_\_\_\_\_ X

**DISCLOSURE:** Client authorizes Company to disclose information to real estate agents, sellers, lenders, or other parties intimate to this particular transaction. I authorize the release the report to my real estate agent.  
 NO \_\_\_\_\_ YES \_\_\_\_\_ X

**LEGAL FEES/OTHER EXPENSES:** If either party makes a claim against the other for any error, omission or other action arising out of the work performed under this contract and fails to prove all aspects of such claim, the party making the claim will pay all attorney/solicitor fees, arbitrator fees, expenses and costs incurred in the defense of the claim. Client agrees to pay all of Company's costs, legal fees, and expenses incurred in collecting unpaid fees or for any returned checks tendered by Client or any denied credit-card charge. \_\_\_\_\_ X

**ARBITRATION:** Client and Company agree to submit all disputes related in any way to the obligations arising under this contract for binding arbitration to the American Arbitration Association and to use the "Standards of Practice" and "Code Of Ethics" of the NYS Department Of State as the gauge.

Arbitration will occur at the property by a qualified lawyer/attorney/solicitor. As an alternative, we have negotiated and agreed to \_\_\_\_\_ standards as the gauge, and \_\_\_\_\_ as the location. The reverse side of this contract contains requirements for submitting claims. \_\_\_\_\_ X

**LIMITATION OF LIABILITY:** Client agrees that Company's liability for the negligent performance or non-performance of any of its obligations under this contract shall be limited to the return of the fee paid by client or a dollar amount agreed to by both Client and Company prior to the signing of this contract. I understand and agree that any and all claims against the company or inspector must be made within one year of the inspection date. \_\_\_\_\_ X

**SEVERABILITY:** If any tribunal determines that any portion of this contract is unenforceable, that tribunal shall enforce the remainder of the contract as though the unenforceable portion did not exist. \_\_\_\_\_ X

## NON-EXHAUSTIVE LIMITATIONS ON STANDARD BUILDING and HOME INSPECTIONS:

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. The term home and building, in this agreement, refer to the structure and property being inspected.

The standard building inspection looks for defects or irregularities which are "exposed to view" which require either repairs in excess of \$1000.00, are a real and present danger to occupants, or which require further evaluation by a specialist. It is limited to the readily accessible and visible major systems, components and equipment of the primary home of the property. Certain items will be randomly sampled; however, hidden damages, conditions, public records, codes, engineering tests and environmental checks are not included as part of the standard home inspection.

No area which poses a threat to the inspector's safety will be inspected, including steep, slippery, or brittle roofs, attics with insulation that prevent safe footing and any electrical or mechanical equipment shutoff or disconnected or which appear potentially hazardous. Certain items are randomly sampled or checked, but not all such items will be individually inspected. These items include, but are not limited to:

Windows, doors, hardware and screens; electric outlets, switches, and lights; cabinet/countertop mounts and functions; insulation type and depth; mortar, masonry, paint and caulking integrity; and roof covering materials.

Individuals performing inspections will not generally: Perform destructive or disruptive testing or assessments; Lift carpets, remove ceiling panels, insulation, or vapor barriers; Move appliances, clothing, furniture, and heavy, delicate or personal items; and Check mechanical equipment during inappropriate weather.

The ages of equipment are approximated based on visual appearance. Installations are not checked against manufacturers recommendations. Only those utilities actually listed on the inspection report are presumed to exist. The following items are not included in the standard home inspection: Swimming pools and spas; Smoke alarms without accessible test buttons; solar, security, intercom, antenna and telephone systems and roofs not readily & safely accessible from a 13 foot ladder, any and all buried items, vermin, rodents or any other animal or insect infestation.

The standard building inspection will not reveal/report: Intermittent occurrences, The inner-workings of mechanical devices, The integrity of underground or hidden piping, The accuracy of timers or thermostats over a range, Small cracks or breaks in chimney flue liners, Leakage or seepage occurring intermittently or under unusual weather conditions, The integrity of wire connections in unexposed locations, The presence of pests or chemicals, Adequate performance of mechanical systems during extreme weather conditions, etc.

The inspection concerns exclusively the on-site primary home. No inspection is made with respect to public records, traffic density, noise, odors, building value appraisal, zoning ordinance conformance, or warranty or transfer disclosure. No check is made for building or housing code conformance. Additionally, no engineering, or architectural or other such licensed work will be performed, including geological or structural hazard site or engineering analysis. Similarly, the inspection will not reveal problems with environmental hazards, water quality, air quality, or toxic or allergenic substances. Moreover, the standard home inspection will not reveal problems with pests and/or wood destroying organisms.

Finally, the weather conditions existing on the day of the inspection will vary the scope of the work to be performed by the Company. It is understood that all data, reports, photographs are the property of HomePro Inspections LLC and available for the exclusive use of the client and their assignees.

Certain equipment in the building may not be inspected depending on the weather conditions. For instance, very cold weather allows operation of heating systems but prevents operation of air conditioning equipment. Conversely, hot weather permits operation of cooling equipment but makes it very difficult to assess heating capability. Further, the weather conditions may prevent the Company from performing an inspection of certain areas of the building. For example, rainy weather may prevent the inspector from walking on the roof and snow may prevent the observation of the roof, driveway, and other exterior parts of the house. The Company will NOT be able to return to check the property during alternate weather without an additional charge.

**REQUIREMENTS FOR SUBMITTING CLAIM TO ARBITRATION:** Client waives any right to make a claim against Company for damages suffered by Client as a result of Company's performance or non-performance of the obligations contained in this contract, including any claim for any alleged defect in the home inspection report, unless:

1. Client notifies Company in writing immediately upon discovery of a problem and within one (1) year of the date of this contract of the nature and extent of Client's claim; and,
2. No repairs or replacements of allegedly defective components or systems have been performed prior to the notification to the Company required above and without permitting Company an opportunity to inspect the items before repairs or replacement takes place; and,
3. Client initiates an arbitration proceeding in accordance with the provisions of this contract within thirteen (13) months of the date of this contract. The party initiating the claim agrees to pay all fees, costs, etc. associated with the claim including, but not limited to, filing fee, travel, witnesses, hearing expenses, etc.

**Report Availability:** Your report will be available online for no longer than four months after the date of the inspection. The report has to be downloaded in PDF format and saved to your computer.

After one year the report is deleted and will no longer be available.

<b>I request the following additional services:</b>	
<b>Additional Fee: \$</b>	<b>Date:</b>
<b>Signature:</b>	

<b>RENEGOTIATED ITEMS</b>	
<b>Additional Fee: \$</b>	<b>Date:</b>
<b>Signature:</b>	

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_