



Pre- Inspection Agreement

Property Address: _____

Fee for inspection due upon completion of inspection: \$_____.00

Client has received this pre-inspection contract in advance. Client has been advised that the inspection will not begin until Client agrees to all terms of this agreement. The inspection is subject to NYS, Dept. of State regulations and the inspector will meet the guidelines set forth by the NYS Adopted Standards of Practice and Code of Ethics as of the inspection date.

Signed on _____20__ by Inspector and Client (Listed above) referred to herein as “the Parties.” The Parties (NYS inspector and Client) understand and voluntarily agree to all aspects of this contract as follows:

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written report identifying the defects that the INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained- for report. The report is only supplementary to the SELLER’S DISCLOSURE. Client must provide to the Home Inspector, a seller’s disclosure.
2. Unless otherwise inconsistent with this agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the Standards of Practice and Code of Ethics of New York State posted at <http://nachi.org/sop.htm>. CLIENT understands that NYS Standards of Practice contain limitations, exceptions, and exclusions and agree to same. CLIENT understands that NYS governs the activity of NYS Licensed Home Inspectors. CLIENT understands that the INSPECTORS will NOT test for RADON (a colorless, odorless dangerous gas) CLIENT understands that the INSPECTOR will NOT test for MOLD. CLIENT understands that the INSPECTOR will NOT inspect for compliance with building codes or the presence of potential dangers from asbestos, lead paint, formaldehyde, molds, contamination, and other environmental hazards or violations.
3. The inspection and report are for the use of the CLIENT ONLY, who gives The INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons and other interested parties. INSPECTOR accepts no responsibility for the use or misinterpretation by a third party, and third parties who rely on it in any way do so at their own risk and release the INSPECTOR (including employees and business entities) for any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in this Agreement. INSPECTOR’S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components.
4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current are arising in the future. CLIENT acknowledges the liability of the INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney’s fees and expenses arising out of or related to the INSPECTOR’S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages.

The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee. The fee is a reduced fee, and requires acceptance of the above provision and all provisions listed herein.

5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring a license in the jurisdiction where the inspection is taking place, other than a valid license as a NYS Licensed Home inspector.

6. In the event of a claim against the INSPECTOR, CLIENT agrees to supply the INSPECTOR with the following: (1) Written notification of adverse conditions within fourteen days of discovery, and (2) Access to the premises within seven days of the notification to the INSPECTOR. Failure to comply with the above conditions releases the INSPECTOR and its agents from any and all obligations or liability of any kind. The CLIENT understands and agrees that the limitation of liability shall be equal to the fee paid to the INSPECTOR.

7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the county in which the INSPECTOR has its principal place of business. In the event CLIENT fails to prove any adverse claims against INSPECTOR in court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

8. If any court declares any part of the Agreement invalid, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. This Agreement shall be binding and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against the INSPECTOR after one year from the date of the inspection.

9. Payment of the fee to the INSPECTOR is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collection of payments, including attorney's fees, if any.

10. If CLIENT requests a re-inspection, the re-inspection is also subject to all terms and conditions set forth in this agreement, A new inspection contract must be signed for a fee, agreed to, prior to the re-inspection.

11. This Agreement is not transferable or assignable.

12. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party.

NEW YORK STATE MANDATORY DISCLOSURE: "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 there under 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.", 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."

CLIENT INITIALS _____ INSPECTORS INITIALS _____ DATED: _____

NEW YORK STATE, STANDARDS OF PRACTICE, AND CODE OF ETHICS ~ MINIMUM REQUIREMENTS FOR HOME INSPECTORS

(a) Home Inspectors shall observe and report on readily accessible, visually observable installed systems and components as set forth in these Standards of Practice. (b) Home Inspectors shall report on those systems and components that, in the professional opinion of the Home Inspector, are deficient, not functioning properly and/or unsafe. (c) If a Home Inspector has not observed a particular system or major component, he or she shall list said item in the inspection report as an item that was not observed and shall set forth the reason why said item was not observed.

The INSPECTOR shall issue a copy of the Standards of Practice and the Code of Ethics and comply with same as New York State Regulations. The Code of Ethics and Standards of Practice set forth what the INSPECTOR may perform, and what the INSPECTOR is not required to perform as per NYS Regulations.

CLIENT and INSPECTOR agree that the INSPECTOR will comply with the NYS Code of Ethics and Standards of Practice. CLIENT agrees that the INSPECTOR is not responsible for items not required or identified in the NYS Standards of Practice. A copy of the NYS Code of Ethics and the Standards of Practice will be attached to the completed report. CLIENT agrees to all aspects of the Code of Ethics and Standards of Practice.

DELIVERY OF COMPLETED INSPECTION REPORTS: The INSPECTOR shall deliver the report, via United States Post Office within (5) five days as set forth by NYS licensing Law signed, completed report shall be mailed to the CLIENT'S address listed on page 1 of this INSPECTION REPORT. The report will include a copy of the NYS Licensing Law, NYS Code of Ethics and NYS Standards OF Practice. All parties agree to be bound buy NYS regulations. A copy of this contract will also be attached to the finial Home Inspection Report presented to the Client.

EXCLUSIONS AND SPECIAL REQUEST OF CLIENT: None unless listed and initialed by both parties.

DATED: _____ 20____ Inspection began at _____ (AM/PM)

Agreed to by Client: (Sign) _____ Dated _____

Agreed to by Inspector (Sign) _____ Dated _____

NEW YORK STATE INSPECTOR – LICENSE # _____

Individuals present during the Inspection: (for verification purposes only)

1. _____ 2. _____

3. _____ 4. _____