

## PRE-INSPECTION AGREEMENT

This AGREEMENT, made and entered into on the date signed below is for the PROPERTY identified below and is between the below-named Client and Asset Home Inspections Inc (hereafter referred to as "Inspector").

1. The inspection is performed in accordance with the New York State (NYS) Standards of Practice for Home Inspectors (Standards). Home inspectors are licensed by the NYS Department of State. Inspections are not technically exhaustive.
  - a. Per the Standards "Home Inspectors may only report on readily accessible and observed conditions as outlined in this AGREEMENT, Article 12 B of the Real Estate 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."; and "If immediate threats to health or safety are observed during the course of the inspection, the client hereby consents to allow the Inspector to disclose such immediate threats to health or safety to the property owner and/or occupants of the property."
  - b. Consistent with the Standards the following items are specifically excluded from the inspection: water softening systems, systems, telephone and cable TV cables, timing systems, swimming pools and spas, concealed pipes, sewer lines, cesspool systems, electrical lines and circuits, central vacuum systems, central air conditioning when outside temperature is below 65F, and any other condition, item, system or component which by the nature of their location are concealed or otherwise difficult to inspect or which the Inspector cannot visually examine. Inspector will not dismantle any component or system. Inspector will conduct a visual inspection of the Property only.
2. This inspection is not a Building Code inspection, title examination, nor a By-law compliance inspection. The Inspector does not offer an opinion as to the advisability or inadvisability of the purchase of the property, its value or its potential use. The inspection fee is based on a single visit to the property; additional fees may be charged for any subsequent visits requested by the Client. If the Inspector is called upon to prepare for litigation or give testimony because of the inspection, additional fees shall be charged at the Inspector's then current hourly rate for any time spent, including, but not limited to, research, consultation, inspection time, preparation of reports, travel, time waiting to testify, and court appearances.
3. The inspection process is a two-part process: 1) The Site Inspection, and 2) the Home Inspection Report. This Inspection Report is based on the condition of the Property existing and apparent as of the date and time inspection. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility of areas of the Property, etc. Without dismantling the house or its systems, there are limitations to the inspection. Throughout any inspection, inferences are drawn which cannot be confirmed by direct observation. Clues and symptoms often do not reveal the extent or severity of problems. Therefore, the inspection and subsequent Inspection Report may help reduce the risk of purchasing the property; however, an inspection does not eliminate such risk nor does the Inspector assume such risk. While some of the less important deficiencies are addressed, an all-inclusive list of minor building flaws is not provided. Inspector is neither responsible nor liable for the non-discovery of any patent or latent defects in materials, workmanship, or other conditions of the Property, or any other problems which may occur or may become evident after the inspection time and date.
4. The Client will receive an e-mailed Home Inspection Report of Inspector's observations of the accessible space, items and features of the Property. Subject to the terms and conditions stated herein, the inspection includes the visual examination of the home's exterior including roof and chimney, structure, electrical, heating and cooling systems, insulation, plumbing, and interior including floors, walls, ceiling and windows. It is a reasonable effort to disclose the condition of the house based on a visual inspection. Additionally, Inspector will functionally operate major built-in appliances. Conditions beyond the scope of the inspection will not be identified.
5. PAYMENT of the fee to INSPECTOR is due upon completion of the on-site inspection. The CLIENT will pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally

guaranty. payment of the fee by the entity.

6. Inspector is neither an insurer nor guarantor against defects in the building and improvements, systems or components inspected. Inspector makes no warranty, express or implied, as to the fitness for use or condition of the systems or components inspected. Inspector assumes no responsibility for the cost of repainting or replacing any unreported defects or conditions, nor is Inspector responsible or liable for any future failures or repairs.
7. Inspector is limited in liability to the fee paid for the inspection services and report in the event that Client or any third-party claims that Inspector is in any way liable for negligently performing the inspection or in preparing the Inspection Report, for any breach of this visual Home Inspection Agreement or for any other reason or claim.
8. Inspector will not conduct geological tests; inspect inaccessible or concealed areas of the Property; enter dangerous areas of the Property; inspect for environmental concerns such as hazardous substances or gasses; including but not limited to, radon gas, carbon monoxide, asbestos, formaldehyde; and rodents.
9. Inspector examines a representative sample of components that are identical and numerous, such as electrical outlets, bricks, shingles, windows, etc., and does not examine every single one of these identical items; therefore, some detectable deficiencies may go unreported.
10. The inspection excludes defects such as cracking, leaking, surface discolorations, or landslides resulting from hidden defects, including but not limited to, water leaks, land subsidence, or other geological problems. The inspection also excludes merely cosmetic features, including but not limited to, paint, wall coverings, carpeting, floorings, paneling, lawns, and shrubs. The Inspector is not required to determine property boundary lines or encroachments.
11. Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by Inspector, the Home Inspection Report provided to the Client by Inspector, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the Inspector. hereunder, shall be submitted to arbitration in accordance with the applicable rules of Construction Arbitration Services, Inc. Each party to the dispute shall be responsible for their own costs for the arbitration process. The dispute shall be submitted to a sole arbitrator who is knowledgeable and familiar with the professional home inspection industry. Judgment on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. Unless applicable law requires otherwise, arbitration shall occur in the county or judicial district in which the Inspector's principal place of business is located. Secondary or consequential damages are specifically excluded. In the event that any dispute arises out of the Inspection or Report, and proceedings are commenced by the Client, if the Client is unsuccessful in maintaining the claim, then the Client shall be liable to the Inspector for all charges, expenses, costs and legal fees (on a lawyer and client basis ) incurred by the Inspector on a complete indemnity basis, including a reasonable fee for all the time spent by the Inspector or Inspector's personnel in investigating, research, preparation for, and attendance at court hearings and examinations. Any claims must be presented within one (1) year from the date of the inspection; Inspector shall have no liability for any claims presented more than one (1) year after the date of the inspection.

If CLIENT believes the INSPECTOR made an error, before making any repairs or alterations relating to the alleged error, CLIENT must supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

The Inspector shall have the right to examine the subject matter and area of any claim or potential claim against the Inspector arising here from and the right to offer a resolution prior to Client's performance of any remedial measures (except in the event of an emergency, or to protect for personal safety, or to reduce or avoid damage to property). The right of examination herein is a condition precedent to the commencement of any claim by the Client against the Inspector for any reason including negligence or breach of any term hereof.



- 12. This Agreement and the documents referred to herein constitute the entire Agreement between the parties hereto, and supersedes any and all prior representations, discussions, or agreements, whether written or oral. No amendment, change, or variance from this Agreement shall be binding on either party mutually agreed to, in writing, and signed by the parties hereto. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, binding on the parties.
- 13. Asset Home Inspections Inc is not associated with any seller, buyer, contractor, lawyer or realtor. Other than the inspection fee, Inspector has no financial interest in the property.
- 14. The Inspection report is prepared by the Inspector at your request, on your behalf, and for your use and benefit only. The report and any memoranda or information provided to you pursuant to this Inspection Agreement are not to be used in whole or in part, or released to any other person without the Inspector's prior written permission. Client hereby agrees to indemnify, and hold harmless Inspector and Asset Home Inspections Inc if, through the unauthorized distribution of this report, any third party brings a claim against Asset Home Inspections Inc relating to the inspection or Inspection Report.

By initialing here (\_\_\_\_), you authorize Asset Home Inspections Inc to distribute a copy of the Home Inspection Report to your real estate agent directly involved in this transaction, who is not a designated beneficiary of the Report, intended or otherwise.

I hereby authorize the inspection of this Property having read and understood this Agreement:

**PROPERTY:**

**CLIENT:**

\_\_\_\_\_  
Printed Name of Client or Client's Representative

\_\_\_\_\_  
Signature of Client or Client's Representative

\_\_\_\_ / \_\_\_\_ /2020  
Date

**Client Address:**

\_\_\_\_\_ **Email:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_

**FEE:** \$ \_\_\_\_\_ (CASH) \$ \_\_\_\_\_ (CHECK)

**ASSET HOME INSPECTIONS Inc:**

\_\_\_\_\_  
Al Jaroszewski, President  
182 West 8<sup>th</sup> Street  
Deer Park, NY 11729

\_\_\_\_ / \_\_\_\_ /2021  
Date

NYS Home Inspection License #16000084896