



**Professional
Property
Inspections**

Building & Home Inspections • Environmental Consulting Services

Home Inspection License #s NYS 16000006320 * NJ 24G10003020200 * CT HOI 274 * NYS Code Registration 1095-0412B

CONTRACT FOR BUILDING INSPECTION SERVICES

_____ (Hereinafter referred to as “Client”), residing at

_____ hereby agrees to pay the sum of \$ _____ to
The Home Inspection Group, Ltd. (Hereinafter referred to as “Inspector”) to inspect the premises known

as _____ and to render a written report with regard to such. It is acknowledged that the inspection report is to assist the Client in evaluating the subject premises. The report shall be prepared solely for the Client, and it is not intended to be, and should not be relied upon by anyone else.

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 there under including, but not limited to, the Code of Ethics and Regulations and the Standards of Practice as provided in Title 19 NYCRR (New York Codes, Rules and Regulations) Subparts 197-4 and 197-5 et seq. Home inspectors are not permitted to provide engineering or architectural services.

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 Client acknowledges that the report is intended to cover only such portions of the building and equipment therein as may be visually examined and readily accessible, and not responsible for non-visible or concealed faults and the report is therefore limited. It should not be construed as a warranty or guarantee of the premises or of the equipment, and since the report is merely the opinion of the Inspector, it should not be used as a basis of value or a recommendation to purchase or not to purchase the subject premises. The report shall not include Code compliances.

The inspection will not include an investigation as to whether or not there is any urea or formaldehyde base insulation or whether or not any other toxic chemicals, toxic matter or wood-destroying organisms are present in or around the premises, or any damage caused by such wood-destroying organisms.

The sanitary sewer facilities will only be checked up to where the sewage pipe leaves the building and no investigation will be made to determine whether or not the sanitary facilities are connected to a private or public sanitary disposal system.

The Client specifically acknowledges that the Property Inspection will not and is not intended to detect, identify, disclose, or report on the presence of Chinese Drywall products or the actual or potential environmental concerns or hazards arising out of the existence of these products.

Client agrees to hold the Company and Inspector harmless for any injury, health risk, or damages of any nature caused or contributed to by these products.

Furthermore, Client acknowledges that any discussions regarding the actual or potential presence of Chinese Drywall are informative in nature only and that the Property Inspection Company and/or Inspector do not hold the Company or themselves to be experts pertaining to the potential concerns associated with Chinese Drywall.

It is understood and agreed by the Client that because of the nature of a visual inspection and in order to keep the cost of the report reasonably low, the sole liability of The Home Inspection Group is limited to the fee charged and paid for the report. It is specifically agreed that this limited liability will be for a period of 1 year from the date of the inspection. The client acknowledges that he has been offered a report without such a limitation and without the following exculpation clause, but the Client has chosen to execute this agreement with the said limitation and said exculpation clause. Limitation of liability is not severable.

EXCULPATION CLAUSE

The Client, on behalf of his heirs, executors and assigns, hereby releases The Home Inspection Group from any and all damages the Client, his heirs, executors or assigns, may suffer in relying upon the report, even if such damages result from the negligence or gross negligence of The Home Inspection Group. In the event any part of this exculpation clause is finally determined to be in violation of New York State public policy by a court of competent jurisdiction, this exculpation clause shall be deemed modified and enforceable to the extent it is not in violation of such public policy.

ARBITRATION

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.

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 MEDIATION AND BINDING ARBITRATION

Dated: _____

Client

Time: _____

The Home Inspection Group, Ltd.

End of Agreement