



Total Home Inspection Services LLC
 170 Kitchell Lake Drive
 West Milford, NJ 07480
 201-406-5213 office@thisinspection.com

PRE-INSPECTION AGREEMENT

Subject Property to be Inspected: 123 Main Street, White Plains, NY 10602

Inspection Date: 9/30/2019 **Inspection Time:** 9:00 AM **Job Name:** 09302019amSample

Client(s) Name: Mary Sample, Cell Phone: Email:

Inspected By: Greg Norton, License # 24GI00162700, Cell Phone: 973-809-6254, Email: greg@thisinspection.com

The Client authorizes **Total Home Inspection Services LLC**, 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). **Please Note:** This Pre-Inspection Agreement and any attached Addendums must be signed by the Client(s) before the start of the inspection(s) in accordance with the provisions of The New York Code of Ethics and Regulations for Home Inspectors, Title 19 NYCRR, *Subparts 197-4 and 197-5*.

ONLY THOSE SERVICES LISTED WITH A WRITTEN PRICE BELOW WILL BE PROVIDED

Oil Tank Sweep	250.00
Radon Test	125.00
Wood Destroying Insect Inspection	50.00
4 bed/2 bath	450.00

The total fee for our service(s) is **\$875.00**. Payment is expected before or at the time of inspection. The Company will notify you of the exact fee balance, if any, after the inspection. Any amounts must be remitted at that time. All expenses incurred in collecting any overdue payments or returned checks are the responsibility of the Client. There is a \$25.00 service charge for returned checks.

Payment is made by: Credit Card **Payment Date:**

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 sample.agent@domain.com CLIENT'S Attorney sample.attorney@domain.com
 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 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.

PLEASE READ THIS DOCUMENT AND ATTACHED ADDENDUM(S) CAREFULLY. IT CONTAINS PROVISIONS THAT LIMIT CERTAIN OF 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.

I / WE 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: _____

Client's Name: _____
Please Print

Client's Signature: _____ Date: _____

Client's Name: _____
Please Print

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, Obligations and Permission to Access 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 for falls, injuries, property damage, etc. The Client warrants that permission has been secured for the Company to enter and inspect the Property.

The Client or Client's designee agrees to notify the occupants of the Property of the importance of proper radon testing conditions, including: that the radon test must be conducted for a minimum of 48 hours (24 hours if using a computerized radon monitor); that it is important to maintain closed-house conditions for at least 12 hours before the beginning of the test and during the entire test period; that if the house has an active radon-reduction system, the occupants make sure the vent fan is operating properly; that the occupants are permitted to operate the home's heating and cooling systems normally during the test period; and that the occupant cannot disturb the test device(s) at any time during the test. The Client understands that these issues can detrimentally affect the Company's ability to provide accurate testing results to the Client. The Client warrants that permission has been secured for the Company to enter and inspect the Property.

2. **Standards of Practice for Home Inspection:** The Company agrees to perform a limited visual inspection of the systems and components included in the inspection as they exist at the time of the inspection and for which a fee has been agreed upon. 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. 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. Outbuildings other than detached garages are excluded unless otherwise ordered and paid for.

Standards of Practice for Wood Destroying Insect (WDI) Inspection: For the purposes of this agreement, the Client and the Company agree that the scope of the WDI Inspection shall consist of the performance by the Company of a limited visual, functional, non-invasive inspection of the readily-accessible areas, as applicable to the Subject Property, including attics and crawlspaces which permit entry during the inspection. The inspection includes probing and/or sounding of unobstructed and accessible areas to determine the presence or absence of visual evidence of wood destroying insects. The Company is not responsible to repair any damage or treat any infestation at the Subject Property. The Client understands that wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas. The Company cannot guarantee that any wood destroying insect infestation and/or damage disclosed by this inspection represents all of the wood destroying insect infestation and/or damage which may exist as of the date of the inspection. The Client and The Company agree that the Company, and its inspector(s), will prepare a written WDI Infestation Report utilizing the Form NPMA-33 prepared by the National Pest Management Association. **For purposes of this inspection, wood destroying insects include: termites, carpenter ants, carpenter bees, and re-infesting wood boring beetles. This inspection does not include mold, mildew or non-insect wood destroying organisms.**

Standards of Practice for Radon Testing: The Company agrees to perform a short-term radon test using a radon measurement device approved by the State of New York which will be exposed to the air in the home at the Property for a specified period of time and then sent to a laboratory approved by The State of New York for analysis following the testing procedures and protocols established by the laboratory and/or the State of New York. The Company and/or the laboratory will provide the results of the radon measurement to the Client on a form approved by The State of New York. The Client understands that the results of the radon test are based on the conditions existing when the test was performed and that test results could be different due to changes in the weather, barometric pressure, living conditions or other unforeseen factors or conditions beyond the control of the Company. If a more accurate test is desired, the Client should consider long-term testing. This type of test is not practical during a routine real estate transaction.

Standards of Practice for Oil Tank Sweep: The Company agrees to perform a limited site investigation for any evidence of an out-of-service or abandoned underground storage tank used to store home heating oil (sometimes referred to as #2 fuel oil) at the Subject Property. The investigation is limited by the exceptions and exclusions as contained in this Agreement. A magnetic survey will be conducted over the entire Property using the Schonstedt Model GA-72CD flux-gate type magnetometer. The magnetometer utilizes two sensors that detect the magnetic field generated by ferromagnetic objects. The difference in magnetic field strength between the two sensors indicates a magnetic field generated by ferromagnetic objects. The presence of a difference in sensor readings indicates anomalous conditions that are manifested by a signal meter indicating strength and polarity. **Exclusions:** The Company **IS NOT REQUIRED TO** determine 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: fuels of any kind; asbestos; radon; lead; urea formaldehyde; odors; toxic or flammable chemicals; water or air quality; PCBs or other toxins; electromagnetic fields; proximity to toxic waste sites or sites being monitored by any state or federal agency; carbon monoxide; or any other environmental or health hazards. The Company **IS NOT RESPONSIBLE FOR** the removal, excavation or remediation of any underground tank located by the Company. The Company's services **DO NOT INCLUDE** evaluation of any stains, discolorations, or other physical signs of any possible environmental contamination in the soil or the building materials at the Subject Property. The Company **WILL NOT IDENTIFY OR REPORT** the presence of any system or component installed or method utilized to control or remove suspected hazardous substances

3. **Definitions and Purpose of the Home Inspection:** A **home inspection** is a limited visual, functional, non-invasive inspection, conducted for a fee or any other consideration, and performed without moving personal property, furniture, equipment, plants, soil, snow, ice or debris, using the mandatory equipment and including the preparation of a home inspection report of the accessible elements of the following systems and components of a residential building: structural, exterior, roofing, plumbing, electrical, heating, cooling, interior, insulation and ventilation, fireplaces and solid fuel burning appliances, as described more fully in *Title 19 NYCRR, Subparts 197-4 and 197-5*, but excluding recreational facilities and outbuildings other than garages or carports. The purpose of the **home inspection** is to identify and report on **material defects** found in those systems and components. A **material defect** is a condition, or functional aspect, of a structural component or system that is readily ascertainable during a home inspection that substantially affects the value, habitability or safety of the dwelling, but does not include decorative, stylistic, cosmetic, or aesthetic aspects of the system, structure or component. **Accessible** means available for visual inspection without requiring the moving of personal property, dismantling, destructive measures, or any action which will likely involve risk to persons or property.

4. **Inspection Report:** The Client and the Company agree the Company, and its inspector(s), will prepare a written Home Inspection Report which shall:
A. Disclose those systems and components which are/were designated for inspection pursuant to *Title 19 NYCRR, Subparts 197-4 and 197-5* and are/were present in the above identified Subject Property at the time of the inspection, as well as those systems and components which are/were present at the time of the inspection but are/were not inspected and the reason(s) they were not inspected; B. Describe the systems and components as defined in *Title 19 NYCRR, Subparts 197-4 and 197-5*; C. State and identify what material defects were found in the aforescribed systems and components; D. State the significance of the findings; and E. Provide recommendations regarding the need to repair, replace and/or monitor a system and/or component, or obtain examination and analysis by a qualified professional, tradesperson and/or service technician.

5. **Inspection Exclusions:** The following are services and/or procedures that **ARE NOT INCLUDED** as part of the inspection:

5A. **Statutory Exclusions:** The following exclusions must be stated in this Pre-Inspection Agreement pursuant to *Title 19 NYCRR, Subparts 197-4 and 197-5*. Pursuant to *Title 19 NYCRR, Subparts 197-4 and 197-5*, the Company **IS NOT REQUIRED TO**: 1. Enter any area or perform any procedure which is, in the opinion of the home inspector, unsafe and likely to be dangerous to the inspector or other persons; 2. Enter any area or perform any procedure which will, in the opinion of the home inspector, likely damage the property or its systems or components; 3. Enter any area which does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance; 4. Identify concealed conditions and latent defects; 5. Determine life expectancy of any system or component, condition and/or operation of any appliance where connecting piping, wiring and/or components are not readily accessible and visible; 6. Determine the cause of any condition or deficiency; 7. Determine future conditions that may occur including the failure of systems and components including consequential damage; 8. Determine the operating costs of systems or components; 9. Determine the suitability of the property for any specialized use; 10. Determine compliance with codes, regulations and/or ordinances; 11. Determine market value of the property or its marketability; 12. Determine advisability of purchase of the property; 13. Determine the presence of any potentially hazardous plants, animals or diseases or the presence of any suspected hazardous substances or adverse conditions such as mold, fungus, toxins, carcinogens, noise, and contaminants in soil, water, and air; 14. Determine the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances; 15. Operate any system or component which is shut down or otherwise inoperable; 16. Operate any system or component which does not respond to normal operating controls; 17. Operate shut-off valves; 18. Determine whether water supply and waste disposal systems are public or private; 19. Insert any tool, probe or testing device inside electrical panels; 20. Dismantle any electrical device or control other than to remove the covers of main and sub panels; 21. Walk on unfloored sections of attics; and 22. Light pilot flames or ignite or extinguish fires.

5B. **Controlled Dangerous Substances Exclusion:** The Client understands that this **home inspection** is not intended to discover or disclose whether any system or component of the Property has been affected by the illegal manufacture, distribution, storage, possession or sale of any controlled dangerous substances, including, but not limited to, methamphetamines, and including any and all chemicals, tools, household fixtures or appliances used to facilitate such illegal activities, and the Client further understands that the Company cannot determine whether any environmental hazards exist at the Property resulting from any activities related to any controlled dangerous substances.

5C. **Environmental Hazard Exclusions:** The Client specifically acknowledges that this **home inspection** is not an environmental survey and is not intended to detect, identify, disclose or report on 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: asbestos, radon, lead, urea formaldehyde, mold, mildew, fungus, odors, noise, toxic or flammable chemicals, water or air quality, PCBs or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide, the presence of or any hazards associated with the use or placement of Chinese drywall at the Property, or any other environmental or health hazards, unless otherwise agreed to and an additional fee paid.

6. **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 the New York General Business Law § 349, 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 Inspection Report shall be submitted to final and binding arbitration under the Rules and Procedures of the American Arbitration Association. The decision of the Arbitrator appointed by the American Arbitration Association shall be final and binding and judgment on the decision may be entered in any Court of competent jurisdiction. **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.**

7. **Disclaimer of Warranty:** The Client understands that the Inspection and Inspection 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.

8. **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 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.

9. **Choice of Law:** This Pre-Inspection Agreement shall be governed by New York 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. **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. This 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.

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

For condominiums only: Common exterior elements including, but not limited to, roof, flashings, siding, trim, stairs, porches, rails, drainage, vegetation, chimneys, skylights, etc.

Other: _____

12. **Responsibility for Return Inspections:** The Client understands that if any systems and/or components of the Property cannot be inspected due to unforeseen circumstances during the initial Inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the 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 Inspection 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 minimum fee of \$150.00 to conduct the desired return inspection. Re-inspections lasting more than 30 minutes will incur a higher fee to be determined at the time of the re-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, any form of negligence, fraud or misrepresentation, and/or any violation of the New York General Business Law § 349, 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 Inspection 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 services shall be a complete bar to any such action a full and complete waiver of any rights, actions or causes of actions that may have arisen thereon. This time period may be shorter than otherwise provided by State law.

14. **Client's Agreement & Understanding of Terms:** By signing this Agreement, the Client(s) agree 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 contract 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 contract, the Client is free not to sign and/or execute it. The Client understands that the Client may negotiate with and/or retain another company to perform the services contemplated by this contract. The Client further understands that, should the Client not agree to the terms and conditions set forth in this contract, the Client may negotiate with the Company for different terms and conditions.