

Best Check Home Inspections, LLC

8620 Lydia Lane
Cicero, N.Y., 13039
315-486-2746

This **PRE-INSPECTION AGREEMENT** is between _____, hereafter referred to as "Client(s)" and **Best Check Home Inspections, LLC**, hereafter referred to as the "the company".

Building Location: _____

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; and

If immediate threats to health or safety are observed during the course of the inspection, the Client(s) 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 company agrees to conduct an inspection of the building specified for the purpose of alerting the Client(s) to major deficiencies in the condition of the building its components and systems. Minor and cosmetics defects may or may not be listed in the inspection report for maintenance purposes but it is not the intent nor will the report identify and list all minor and cosmetic defects. This inspection will be performed in accordance with the New York State Standards of Practice for Home Inspectors and the New York State Code of Ethics and Regulations for Home Inspectors. A copy of the New York State Standards of Practice for Home Inspectors and the New York State Code of Ethics and Regulations for Home Inspectors will be made available from the company upon request by the Client(s).

Client(s) agree(s) that inspection is not required in any area that in the sole opinion of the company or its inspector is not readily accessible or that could be dangerous to the inspector or others or could result in damage to the property, the building, its systems or components. Latent and concealed defects are excluded from this inspection. No equipment, items and or systems will be dismantled except as required by NYS standards.

The inspection service and/or report are not considered to be technically exhaustive, or to imply that every component was inspected, or to imply that every defect was discovered. It is intended to assist the Client(s) in the evaluation of the overall condition of the building and to assist the Client(s) in deciding if further evaluation by a qualified expert in a specific field is or is not necessary for the building and/or its individual components. Inspection time is limited to 2-4 hours. Any item not specifically reported on in the report is not considered to be part of this inspection. If maintenance of an item is discussed it is for that specific component only because maintenance of items is not part of the inspection report. The Client(s) understands and agrees that this inspection and inspection report are not a compliance inspection or certification for past or present governmental laws, codes or regulations of any kind as these codes and regulations are constantly changing.

The inspection does not include and will not address the presence of or absence of or danger from asbestos, mold, radon gas, lead paint, lead in solder, lead in water, formaldehyde, pesticides, toxic or flammable chemicals, water or airborne related illness, disease and all other similar or potentially dangerous or harmful insects, substances or conditions. No water, air, soil or material analysis of any kind, including those for health or environmental consideration will be performed, unless any of the following test(s): radon, well water flow and/or quality, septic dye or lead in water or paint are specifically requested, the Client(s) signs the company's agreement form for each test requested in advance and pays the fee set by the company with respective limitations. Also excluded from the inspection report are items not required to be observed or reported on as provided in the New York State Standards of Practice for Home Inspectors or New York State Code of Ethics and Regulations for Home Inspectors. Also excluded are septic systems (septic tank, distribution box, lines and leach fields), swimming pools, hot tubs, saunas and all related fixtures, appurtenances and wiring and equipment associated therewith, solar panels, wind turbines, electric generators, above ground and underground storage tanks of any type and their lines, fire and lawn sprinkler systems, telephone systems, cable TV systems, door and wall and roof opening systems, door bell systems, intercom systems, concealed wiring, security systems, wells, water softeners and filters, heating cables, free standing heating stoves, fire alarm systems, fire escapes, elevator components and shafts and the confirmed presence or absence or damage done by pests, rodents, wood borers and other insects, animals and the like. Barns, play sets, sheds, recreational equipment and/or other items and out buildings are also excluded. In the event that a specific condition or substance is identified, it is intended to raise the Client(s)'s awareness about that item in particular indicating that a more comprehensive analysis may be needed by a qualified expert in that specific field which is not part of the inspection or services provided hereby. Where basic testing of major built in kitchen appliances (i.e.: dishwasher/oven/range/garbage disposal) is performed the appliances may or may not be run through a complete duty cycle and no determination is made regarding the performance or serviceability or life expectancy of said appliance.

The Client(s) is urged to accompany the inspector during the inspection to ask questions about the inspection in order to get the most value possible from the inspection process. During the inspection the Client(s) agrees to be an observer only, due to risk of injury or death inherent in performing a home inspection. The Client(s) also agrees to be fully responsible for the safety and wellbeing of anyone accompanying the Client(s) during the inspection. The inspection report is confidential and for the sole benefit of the Client(s) only and any person or party designated by the Client(s) to receive any or all information contained in the report shall be subject to all terms and conditions contained herein. Such designation shall be provided in writing to the company. Client(s) agree(s) that the company and its inspector(s) shall not be responsible for any incidental or consequential damages whatsoever. No oral statement made by the inspector or any company employee, agent or representative shall expand the scope or change the terms of this agreement or inspection report. This contract contains the entire agreement of the parties and cannot be modified except in writing signed by both parties. If any portion of this agreement is found to be invalid or unenforceable the parties agree that the remaining provisions are enforceable.

IT IS AGREED TO AND UNDERSTOOD BY THE CLIENT(S) THAT BEST CHECK HOME INSPECTIONS, LLC IS NOT AN INSURER AND THAT THE INSPECTION AND THE REPORT ARE NOT A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, CONDITION OR LIFE EXPECTANCY OF ANY INSPECTED BUILDING, STRUCTURE, ITEM OR SYSTEM OR THAT SUCH INSPECTED BUILDING, STRUCTURE, ITEM OR SYSTEM IS FREE FROM DEFECTS OR THAT CONCEALED DEFECTS DO NOT EXIST. DEFECTS AND/OR PROBLEMS MAY EXIST EVEN THOUGH SIGNS OF SUCH MAY NOT BE PRESENT DURING THE INSPECTION.

THE COMPANY'S LIABILITY IF ANY, INCLUDING THAT OF ITS INSPECTOR(S), EMPLOYEES, AGENTS AND/OR REPRESENTATIVES IF ANY, FOR ANY LOSS OR DAMAGES CLAIMED OR SUFFERED BY THE CLIENT(S) WHICH IS RELATED TO OR ARISES OUT OF THE INSPECTION OR OTHER SERVICES PROVIDED TO CLIENT(S) AT ANY TIME IS LIMITED TO THE AMOUNT PAID FOR THE INSPECTION AND/OR OTHER SERVICES. CLIENT(S) ALSO AGREES THAT NO ACTION TO RECOVER DAMAGES CAN BE BROUGHT MORE THAN 180 DAYS AFTER THE DATE OF THIS INSPECTION OR OTHER SERVICE, TIME BEING OF THE ESSENCE.

FURTHERMORE THE CLIENT(S) AGREES TO PAY ALL LEGAL FEES AND DAMAGES INCURRED BY THE COMPANY INCLUDING THAT OF ITS INSPECTOR(S), EMPLOYEES, AGENTS AND/OR REPRESENTATIVES SHOULD THE CLIENT PURSUE A CIVIL ACTION AGAINST THE COMPANY OR ITS INSPECTOR(S), EMPLOYEES, AGENTS AND/OR REPRESENTATIVES AND FAIL TO PREVAIL.

THE PRICE OF THE INSPECTION WILL BE BASED ON THE FOLLOWING CHARGES WHICH THE CLIENT(S) AGREES(S) TO:

INSPECTION FEE \$ _____ + RADON \$ _____ + SEPTIC \$ _____ + TRAVEL \$ _____ + OTHER \$ _____ = TOTAL \$ _____
TOTAL FEE PAYABLE AT TIME OF INSPECTION

BY EXECUTING BELOW THE CLIENT(S) ACKNOWLEDGE(S) THAT THEY HAVE HAD SUFFICIENT TIME TO AND THAT THEY HAVE READ, UNDERSTAND AND AGREE TO THE CONTRACT SET FORTH AND THAT THE CLIENT(S) ARE UNDER NO DURESS OR UNDUE INFLUENCE OR OBLIGATION OR TIME RESTRICTIONS TO HIRE THE COMPANY AND THAT THE CLIENT(S) ALSO UNDERSTAND THEY HAVE THE OPTION TO HIRE AT THE CLIENT(S) EXPENSE A QUALIFIED EXPERT OR EXPERTS IN A SPECIFIC FIELD OR FIELDS TO PERFORM A MORE THOROUGH AND TECHNICALLY EXHAUSTIVE INVESTIGATION OF THE BUILDING ITS COMPONENTS AND/OR SYSTEMS.

Client (PRINT)

Client (SIGN)

Date

Client (PRINT)

Client (SIGN)

Date

Client (PRINT)

Client (SIGN)

Date

Joseph C. Gaus License # **16000041216**
Inspector (PRINT) New York State Professional Home Inspector License Number

Inspector (SIGN)

Date