

**NYS LICENSED HOME INSPECTORS PRE-INSPECTION AGREEMENT:**

New York State Licensed Home Inspector Name \_\_\_\_\_ License # \_\_\_\_\_ Expires on: \_\_\_\_\_

CLIENT LEGAL NAME \_\_\_\_\_ PHONE \_\_\_\_\_

CLIENT ADDRESS \_\_\_\_\_

TOWN/CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

NEGOTIATED DISCOUNTED INSPECTION FEE \$ \_\_\_\_\_ DATE OF INSPECTION: \_\_\_\_\_

ADDRESS OF PROPERTY: \_\_\_\_\_

TOWN/CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

Client has been offered 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, and pays the Inspection Fee. This inspection is subject to NYS, Dept. of State regulations and the Inspector will meet the guidelines set forth by the NYS Adopted Standard of Practice and Code of Ethics as of the inspection date.

Signed on \_\_\_\_\_ 20\_\_\_\_ by INSPECTOR & CLIENT (Listed above) referred to herein as "the parties."

The Parties (The NYS Inspector & 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 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. Buyer must obtain a seller's disclosure. Home Inspector is not responsible for obtaining Seller Disclosure. Please obtain it from Seller.
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 and Standards of Practice of New York State.  
 CLIENT understands that NYS Standards contain limitations, exceptions, and exclusions and agrees to same.  
 CLIENT understands that NYS Governs the activities of NYS Licensed Home Inspectors.  
 CLIENT understands that INSPECTOR will NOT be testing for radon (a colorless, odorless, dangerous gas)  
 CLIENT understands that INSPECTOR will NOT be testing for mold.  
 CLIENT understands that INSPECTOR will NOT inspect Log homes due to unique characteristics & structural complexity  
 CLIENT understands that INSPECTOR will NOT test for compliance with building codes or for 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 CLIENT only. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from 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. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law.
4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of 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 charged 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 an 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 INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and Access to the premises. Failure to comply with the above conditions releases 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 (Suffolk County) . CLIENT agrees to pay all legal costs of INSPECTOR in defending said claims. CLIENT waives trial by jury. INSPECTOR agrees to comply with NYS regulations.
8. If any court declares any part of this 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 INSPECTOR after one year from the date of the inspection.
9. Payment of the fee to INSPECTOR is due prior to the start of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting payments, including attorney's fees, if any.

Just a proof to check out- modify yours as you see fit

10. If CLIENT requests a re-inspection, the re-inspection is also subject to all the 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 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 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 observed 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 reasons why said item was not observed.

The INSPECTOR shall issue a copy of the Standard of Practice and Code of Ethics and comply with same as per New York State Regulations. The Code of Ethics and Standard 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 INSPECTOR will comply with the NYS Code of Ethics and Standards of Practice. CLIENT agrees that 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 Standards of Practice will be attached to the completed report. CLIENT agrees to all aspects of the NYS Code of Ethics and Standard of Practice.

**Delivery of Completed Inspection Report:** INSPECTOR shall deliver the report, via United States Post Office Overnight Mail within 5 days as set forth by NYS Licensing Law signed, completed report shall be overnight mailed to the CLIENTS address listed on page 1 of this INSPECTION REPORT. The report will include a copy of the NYS Code of Ethics and NYS Standard of Practice. All Parties (INSPECTOR & CLIENT) Agree to be bound by All NYS Regulations. A copy of this contract will also be attached to the finished Home Inspection Report presented to the Client.

**CLIENT MADE NO SPECIAL REQUESTS IN CONJUNCTION WITH THIS INSPECTION-NO ANCILLARY ITEMS.**

Dated: \_\_\_\_\_ 20\_\_\_\_ Inspection Began: \_\_\_\_\_ (am) (pm) Ended: \_\_\_\_\_ (am)(pm)

Agreed to by Client: Signed- \_\_\_\_\_ Dated \_\_\_\_\_

Agreed to by Inspector- Signed- \_\_\_\_\_ Dated \_\_\_\_\_

NEW YORK STATE LICENSED INSPECTOR- LICENSE # \_\_\_\_\_ Expires on\* \_\_\_\_\_

\*Inspector renews License every 2 years after taking NYS Mandated Continuing Education and paying renewal fee  
INSPECTOR also has General Liability Insurance, which is on file with NYS, as mandated by NYS Licensing Law.

Individuals present during Inspection: (for verification purposes only)

- 1. \_\_\_\_\_ 3. \_\_\_\_\_
- 2. \_\_\_\_\_ 4. \_\_\_\_\_

Inspector will deliver your report within 5 days as set forth by NYS Regulations as follows: Overnight Mail USPS

Do you wish the report e-mailed to you as well? If yes, what is the authorized e-mail address?

\_\_\_\_\_ @ \_\_\_\_\_ If you wish report delivered to anyone else

list it here: \_\_\_\_\_ ( ) none initials \_\_\_\_\_

Notes:

REMEMBER TO USE YOUR OWN FORM AFTER DETERMINING WHAT YOU WISH TO PERFORM AND WHAT YOU DO NOT WISH TO PERFORM- EVERYONE IS DIFFERENT AND I WANT YOU TO CAREFULLY USE YOUR PRE-INSPECTION REPORT TO BENEFIT YOURSELF AGAINST LITIGATION. YOU ARE THE BEST PERSON TO KEEP YOURSELF FROM GETTING SUED OR GETTING IN TROUBLE WITH THE STATE. MAKE SURE YOU KNOW WHAT YOU ARE DOING