



Pre-Inspection Agreement

The address of the property is:

THIS AGREEMENT made this date, _____, by and between Certified Home Inspections, _____ (hereinafter "INSPECTOR") and the undersigned _____ (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties understand and voluntarily agree as follows:

A Home Inspection is a critical review of a home intended to provide a client with useful information about that home. A typical inspection consists of a single visit and takes approximately two hours to complete. The client is encouraged to participate in the inspection, ask questions, and review the report while still on site. The inspection is not intended to be technically exhaustive and does not address cosmetic issues. It is neither a guarantee nor warranty. Unexpected repairs may still occur.

Scope of the Inspection

- Describe the systems and general conditions of the building; including the exterior, the roof, the building structure, the interior, and the heating, plumbing and electrical systems.
- Discover and report major deficiencies. A deficiency is a necessary repair to a building system or component for its proper and safe operation. A major deficiency is one that may exceed \$1500 to repair. Actual cost will depend on contractor estimates.
- Report useful repair and maintenance for any non-major deficiencies which are observed.
- Report visual evidence of wood-destroying insects if requested.
- Sample the air for the presence of radon if requested.
- Perform well flow and testing if requested .

Inspector Responsibilities

- Gain visual or physical entry to all accessible areas of the home.
- Inspect all areas physically or visually entered in accordance with the Standards of Practice of the American Society of Home Inspectors.
- Provide a written report on site of all significant findings
- Answer customer questions and explain the inspection findings, as necessary.
- Maintain the inspection findings and report as confidential.

Customer responsibilities

- Secure the permission of the home owner (with the help of the real estate agent as necessary) for access to conduct the inspection.
- Share any information disclosed about the property and any specific concerns.

Inspection Limitations

- The inspection is non-destructive. No dismantling or disassembly will be performed by the inspector. Finished surfaces are not removed.
- The inspection is limited to discoverable evidence. Discoverable means any evidence which can be detected during a visual inspection. Disguised or concealed evidence is beyond the scope of this inspection.
- The inspector is not required to put himself at risk. Any area deemed unsafe by the inspector will not be entered. Systems which appear unsafe will not be operated. The customer will be informed of all such cases.
- Roofs exceeding a single story above grade or not within one story of a lower accessible roof may require special equipment not included in the inspection fee to properly inspect. If specialized equipment is discovered to be necessary, the customer will be informed.
- The scope of the Home Inspection does not include environmental analysis beyond any radon or water sampling listed above. Environmental analysis specifically excluded from the inspection includes Indoor Air Quality, Mold,

Asbestos Building Materials, Lead Paints and Solders, and Oil Tank Contamination.

- Evaluation of the building site is limited to drainage and other conditions which may affect the building structure and necessary site access and egress.
- Site-specific limitations discovered during the inspection may be made in the inspection report.
- The inspection report is the mutual property of the inspector and the client and shall not be used by or transferred to any other party without the written consent of both the inspector and the client.

Home inspectors are licensed by the NYS Department of State. Home Inspectors may only report on readily accessible and observed conditions as outlined in the pre-inspection agreement, Article 12B of the Real Property Law and the regulations promulgated thereunder including, but not limited to, the Code of Ethics and Regulations and Standards of Practice as provided in Title 19NYCRR Subparts 197-4 and 197-5 et seq. Home inspectors are not permitted to provide engineering or architectural services

If immediate threats to health and 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 and safety to the property owner and/or occupants of the property.

Disputes

- All claims must be made within 12 months of the date of the inspection.
- The Inspector must be given the opportunity to review the claim prior to any corrective action.
- The inspector s liability is limited to the inspection fee
- Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, 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 stated please submit your recommendation to us for 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.

CERTIFIED HOME INSPECTIONS AGREES TO THE FOREGOING.
Greg Sanchez,

Signature:  Date:

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Signature: _____ Date: _____

Signature: _____ Date: _____