

Ace Home Inspections of Upstate New York
Inspection agreement

Property Inspected: _____

Clients(s): _____ Date: _____

Client(s) Signature: _____

This inspection agreement is between the "client" listed above and "Ace Home Inspections of Upstate New York." The scope of the inspection is to report on the general condition of the visible portions of the primary building(s) on the property and to inform the client of substantial defects (costs over fifteen hundred dollars) as they exist on the date of the inspection. We, as inspectors are not professional estimators. It is the responsibility of you, the purchaser, to obtain quotes for the recommended repairs (especially those that exceed fifteen hundred dollars) during your contingency time-period. The inspection will be performed in accordance with the standards of practice of the American Society of Home Inspectors (ASHI). Copies of these standards will be provided upon request.

The inspection is limited to a visual examination of the exposed and readily accessible areas of the building(s). The inspection does not contemplate or involve the dismantling or moving of any objects or portions of the premises. Under normal circumstances it is possible that a defect may be concealed (such as hidden components and utility systems including septic, in-wall and or underground piping and electric wiring, or deliberate concealment). Examples of objects not removed include: insulation, siding, nailed attic hatches, furniture, cabinets and ceiling tiles. Roofs are not always observable due to pitch, orientation height (exceeding 1 ladder length-12 ft) and/or snow/rain. For safety, we do not enter crawl spaces less than 36 inches in height. We do not inspect swimming pools/hot tubs/Jacuzzi. The inspection does not cover chimney interiors, liners, or furnace/boiler internals. If concern exists about these issues, hire a chimney and/or furnace inspector during the contingency period.

We do not test for mold, lead paint or asbestos. if you have concerns about mold, asbestos or lead paint, you should have testing and verification conducted by an approved NYS laboratory. For any questions, contact the Environmental Protection Agency. The inspection and report thereon are not a warranty, guarantee, or insurance policy of any kind (or a statement of insurability), or a substitute for any disclosure statement required by law. This is not a code and regulation compliance inspection. We cannot predict the life span of any components of your home. We give general life expectancies. Realize that even young systems can fail. We do not test heating or cooling distribution of ducts or hot water pipe systems (boiler). We do not test air conditioning units if the temperature is below 65 degrees (F).

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 12B of the real property law and the regulations promulgated there under including, but no limited to, the code of ethics and regulations and the 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; and 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 or safety to the property owner and/or occupants of the property.

Report Confidentiality: The inspection report is for the exclusive, private use of the "client." The "client" will be issued one copy of the inspection report. Distribution or resale of this report to other parties (other than client's attorney and buyer's agent, if any) relieves the "inspector" of any responsibility for the contents of the report.

"Client" participation: During the inspection process, the "client" should feel free to participate to the extent that he/she feels comfortable. the "client" should speak about areas of concern and the terminology being used. Following receipt of the inspection report, the "client" should study the entire report and call the "inspector" directly if there are any questions or concerns.

Dispute Resolution: If within six months of the inspection the "client" should have a complaint against "Ace Home Inspections of Upstate New York" about a significant defect (\$1500 or greater), prior to any alteration, repair or replacement, the "client" shall provide reasonable notice to, and permit inspection of the condition that gave rise to the complaint by "Ace Home Inspections of Upstate New York". The maximum liability to "Ace Home inspections of Upstate New York" is the sum of the inspection fee. The "client" agrees to hold "Ace Home inspections of Upstate New York" harmless for any and all claims relating to conditions that are altered, repaired or replaced without said notice or inspection. in the event that the "client" fails to prevail on any claims against "Ace Home inspections of Upstate New York", the client agrees to pay all costs, including attorney fees incurred by "Ace Home Inspections of Upstate New York" in defending in such claims. In matters of dispute, the "client" agrees to submit to binding arbitration by mutually agreed upon party(s).