

PRE-INSPECTION AGREEMENT

CLIENT NAME: _____ INSPECTION DATE: _____
CLIENT EMAIL: _____ INSPECTION TIME: _____
CLIENT PHONE: _____
PROPERTY ADDRESS: _____

This is a binding contract (hereinafter the "Agreement") between the Client and TriCheck Home Inspection LLC (hereinafter "TriCheck"). CLIENT authorizes INSPECTOR to provide the following inspection services at the Inspection Address and agrees to pay the price stated. (Please Note: This Agreement must be signed by the Client and Inspector before the start of the inspections):

SERVICES TO BE PROVIDED:

1. CODE OF ETHICS / STANDARDS OF PRACTICE: All inspections will be performed in accordance with the current Standards of Practice (SOP) and Code of Ethics of the State of New York posted at www.dos.ny.gov/licensing/homeinspect/hinspect_ethics. I understand that the SOP of the State of New York contains limitations, exceptions, and exclusions. *Per State of New York, Code of Ethics Section 197-4.2 Written Contracts, the NYS Licensed Home Inspector is obligated to state the following to 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 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 by 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.

2. INCLUSIONS: Home Inspections shall include the observation of and reporting on the systems and components of a residential building including, but not limited to electrical system, plumbing system, water heater, heating system, cooling system, structural components, foundation, roof, masonry structure, interior components (including ceilings, walls, floors, windows, doors, insulation, and attic ventilation), and exterior components (including gutters, grading, drainage, and siding).

3. EXCLUSIONS: The home inspector is not required to move furniture, personal goods or equipment that may impede access or limit visibility. When identical components are numerous, such as electrical outlets and windows, a representative sample will be inspected, which may allow some detectable deficiencies to go unreported. The Inspector is not required to evaluate or inspect the following: electrical generators, generator switches, intercoms, security systems, fences, timers, backflow preventers, water conditioning equipment, solar energy systems, cosmetic items, swimming pools, hot tubs, whirlpools, Jacuzzi's (and ancillary components), wells, cesspools/sewer pipes, the presence/absence of rodents or insects, security systems, telephone systems, music and computer systems, home theater systems, central vacuum systems, water softeners, radiant heat systems, internal component heat exchangers, timer controlled systems, fire and smoke detectors, sprinkler systems, sheds, or other "out-buildings", air conditioning systems when the outside temperature was 65F or below within the previous 48 hours of the time of inspection, fire and safety equipment, and recreational equipment. The home inspection does not include determinations of potential design flaws; operational capacity; quality or suitability for a particular use; compliance or noncompliance with manufacturer's specifications; and searching or checking of municipal records or property boundaries (land survey). A home inspection is not a code inspection, and the inspector will not determine compliance or non-compliance to past or present governmental codes, rules or regulations of any kind. Soil conditions, geological stability, and engineering analysis are beyond the scope and purpose of this inspection and are not included in the inspection. Latent, hidden and concealed defects and deficiencies are excluded from the inspection and report. The inspection and report do not address and are not intended to address the presence or danger from any potential harmful substances and environmental hazards including but not limited to radon gas, carbon monoxide, lead, lead paint, asbestos, sound proofing, buried or above ground fuel storage tanks, urea formaldehyde, various molds and spores, water quality, toxic or flammable chemicals or gases, and water and airborne hazards. The inspector is not required to climb on the roof, enter crawl spaces or attics where the ceiling height is less than 4 feet, lacks flooring, or otherwise is inaccessible, and does not perform invasive procedures. Equipment, items and systems will not be dismantled. Areas above ceilings are inaccessible, including dropped ceilings. All access openings must be a minimum of 18"x24" to be considered accessible. The inspector performs the inspection by means of a visual inspection of building systems and components; testing systems and fixtures through normal "everyday" operation of them; and by using non-invasive testing devices and tools.

Client Initials: _____ Inspector Initials: _____

4. **ADDITIONAL SERVICES:** Unless indicated in the Services Provided section of this Agreement, the Inspector will NOT test for the presence of radon; test for the presence of mold; test for the presence of wood destroying insects.

5. **LOG CONSTRUCTION:** If any structure to be inspected under this Agreement is a log structure or includes log construction, the Client understands that such structures have unique characteristics that may make it impossible for TriCheck to inspect and evaluate them. Therefore, the scope of the inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

6. **REPORT METHOD:** The Inspector will provide an inspection report to the Client, unless otherwise specified in the Services Provided section of this Agreement. The report will be emailed to the Client within 48 hours of the inspection. Typically, the report will be issued on the inspection date.

7. **NON-DISCLOSURE:** The inspection and Inspection Report are the confidential property of the Client. TriCheck will not disclose to a third party the contents of a home inspection report or any observations, or opinions that pertain to a home inspection report without the prior consent of the Client or the Client's Representative. If the Client or Client's Representative provides the report to a third party who then sues the Client and/or TriCheck, the Client releases TriCheck from any liability and agrees to pay TriCheck's costs and legal fees in defending any action naming TriCheck. TriCheck is not responsible 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 TriCheck (including employees and business entities) from any liability whatsoever. The inspection and report are in no way a guarantee or warranty, expressed or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. The Inspection Report is not to be considered a substitute for a seller's Property Condition Disclosure Statement.

8. **LIABILITY:** TriCheck assumes no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquid damages in an amount not greater than the fee the Client paid to TriCheck. The Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. The Client acknowledges that the liquid damages are not a penalty, but that TriCheck intends it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between both parties; and (iii) enable us to perform the inspection for the agreed-upon fee.

9. **LITIGATION:** If the Client believes to have a claim against TriCheck, the Client agrees to provide TriCheck with the following: (1) written notification of the claim within seven days of discovery in sufficient detail and with sufficient supporting documents that TriCheck can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases TriCheck from liability. The Client agrees that the exclusive venue for any litigation arising out of this Agreement shall be in the county where TriCheck specifies as its principal place of business. If the Client fails to prove any claim against TriCheck, the Client agrees to pay all TriCheck's legal costs, expenses and attorney's fees incurred in defending that claim. In any action against TriCheck, the Client waives trial by jury. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents the entire agreement between the Client and TriCheck; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by TriCheck shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by the Client and by one of our TriCheck's authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. The Client will have no cause of action against TriCheck after one year from the date of the inspection.

10. **RIGHT OF REVIEW:** The Client understands that they have the right to have an attorney of their choice review this agreement before they sign it. They understand that if they do not agree with any of the terms, limitations or exclusions of this agreement they do not have to sign it. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against TriCheck.

11. **REPRESENTATION:** If there is more than one client, this Client is signing on behalf of all of them, and they represent that they are authorized to do so.

12. **DOCUMENT RETENTION:** TriCheck shall retain this Agreement and the Inspection Report for ten (10) years.

13. **PAYMENT:** Full payment for services due upon completion of onsite inspection and testing activities. Final test and inspection reports will be withheld until payment is made. Payments can be made by cash or check payable to TriCheck Home Inspections LLC.

14. **CONFIDENTIALITY/DISCLOSURE:** The Inspection Report is the confidential property of the Client. If the Client desires to have his/her real estate agent, attorney, and/or any other persons receive a copy of the report, please provide names and contact information below.

Agent Email: _____ Attorney Email: _____

Other Email: _____

Total Inspection Fee: \$ _____

By signing this contract, I hereby agree to all terms and conditions of this Agreement.

	PRINT NAME	SIGNATURE	DATE
CLIENT:			
INSPECTOR:	BOB PATTON NYS Home Inspector License #: 16000089420		