

# Inspection Agreement & Document of Understanding

CLIENT(S): \_\_\_\_\_

PROPERTY TO BE INSPECTED: \_\_\_\_\_

**PLEASE REVIEW THIS DOCUMENT CAREFULLY BEFORE COMING TO THE INSPECTION. HAVE YOUR ATTORNEY REVIEW IT IF YOU WISH. YOU WILL BE ASKED TO FILL IT OUT AND SIGN IT ON THE DAY OF THE INSPECTION.**

**PURPOSE:** The purpose of this document is to; describe what is included in the home/building, here in after referred to as building, inspection and what is not, to give you an understanding of what to expect from the building inspection and what its limitations are.

**INTENDED RESULT:** The intended results of this document are to: avoid any future misunderstandings and should arise to provide agreed upon options for a quick and mutually satisfactory resolution.

**PERMISSION TO INSPECT PROPERTY: I (CLIENT)** warrant that I or my agent has made all necessary agreements with the seller for the inspector /Sentinel Home Inspection Services (HIS) to enter and inspect the property at the above address.

**STATEMENT OF UNDERSTANDING:** I understand that this is a general visual inspection and no invasive procedures will be undertaken. I have been told and understand that the depth to which the building is evaluated is limited by time constraints (generally 2-3 hours). I am aware that a more extensive evaluation will require an extended period of time and experts in the appropriate fields and is available at additional cost.

## **Inspection Liability Options:**

**FULL LIABILITY OPTION:** I do \_\_\_\_, do not \_\_\_\_ request to have an Extended Inspection and Report without a limit on liability. This inspection includes retaining specialists for each of the major systems and components of the building and will take more time to complete. The report is due in \_\_\_\_ days . The Extended Inspection and Report is to include \_\_\_\_\_

A 50 % deposit and today's fee is required to commence the Extended Inspection work.

SIGNATURE(s) Mr. \_\_\_\_\_ Ms. \_\_\_\_\_ DATE \_\_\_\_\_ FEE \_\_\_\_\_

Both spouses are not available to sign this document, by my signature, I bind both of us to the terms and conditions of this document.

**STANDARD LIABILITY OPTION:** I do \_\_\_\_ do not \_\_\_\_ request the Standard Visual Inspection at the above address in full understanding and acceptance as stated above that the total liability of the inspector/inspection company for mistakes, errors or omissions in this inspection shall be limited to the amount and terms stated under the **LIMITATION ON LIABILITY** heading below.

SIGNATURE(s) Mr. \_\_\_\_\_ Ms. \_\_\_\_\_ DATE \_\_\_\_\_ FEE \_\_\_\_\_

**Both spouses are not available to sign this document, by my signature, I bind both of us to the terms and conditions of this document.**

**LIMITS OF INSPECTION:** Inspect: means to visually examine any system or component of a building in accordance with the NYS Standards of Practice for Home Inspectors using normal operating controls and opening readily operable access panels. The scope of this inspection is to provide the client with objective information regarding the condition of the systems and components of the building observed at the time of the home inspection only. The inspection is limited to visual observations made of apparent conditions seen at the time of the inspection only. No invasive procedures will be undertaken during the inspection. A non-invasive moisture meter will be used on surfaces that, in the opinion of the inspector, have a visual concern that moisture may be or may have been present. A two prong with ground electrical outlet tester will be used on one outlet per room and all accessible GFCI outlets found. These are the only to exceptions to the visual inspection only policy. Areas that are not exposed to view, are concealed, or inaccessible because of but not limited to recent painting, soil, walls, floors, carpets, area rugs, ceilings, insulation, vapor barriers, appliances, mechanical equipment, furnishings, weather conditions or any other condition are not included in this inspection. To this extent, observations will include such major components as:

<i>Foundation</i>	<i>Electrical</i>	<i>Roof</i>	<i>Walls</i>	<i>Site drainage</i>	<i>Heating</i>	<i>Garage</i>	<i>Windows</i>
<i>Sub-floor framing</i>	<i>Plumbing</i>	<i>Attic</i>	<i>Doors</i>	<i>Fireplaces</i>	<i>Venting</i>	<i>Exterior</i>	<i>Ceilings</i>

The inspection and report are not intended to detect: design, code, zoning ordinance compliance, nor cosmetic deficiencies and will not include any destructive testing or dismantling.

**THIS INSPECTION** will meet Title 19 NYCRR (New York Codes, of Rules and Regulations) Subparts 197-4 & 197-5 Standards of Practice, and Code of Ethics and Regulations for Home Inspectors. I the client, by signing below declare that I have received and read a copy of Title 19 Subparts 197-4 & 197-5 Standards of Practice, and Code of Ethics and Regulations for Home Inspectors before the beginning of the inspection.

**THIS REPORT IS NOT ASSURANCE** that items found acceptable during the inspection will remain so for any period of time nor that additional defects do or do not exist. I, the Client, agree to assume all risk for all conditions which are concealed from view in the building and on the surrounding property at the time of the inspection. I accept that this is not a substitute for my pre-closing walk-through for which I am responsible. I waive all claims against the inspector and Sentinel HIS or any deficiencies discovered during my pre-closing walk-through or any systems and components are not performing at the time of my pre-closing walk-through.

**NOT A WARRANTY:** The inspection and report is NOT a warranty, guarantee, insurance policy and/or substitute for any disclosure statement as may be required by law.

**IN NEW YORK STATE;** 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.

(Clients Initials) \_\_\_\_\_ X.

No representation is made as to how long any equipment will continue to function. This inspection is limited to the real property and does not include personal property unless so indicated in the inspection report. Maintenance or other items may be discussed during the inspection however Title 19 NYCRR Subparts 197-4 & 197-5 Standards of Practice, and Code of Ethics and Regulations for Home Inspectors does not require them to be a part of the inspection or to be included in the written report.

**SEVERABILITY:** If it is determined that any portion of this contract is unenforceable, the remainder of the contract shall remain fully enforceable as if the unenforceable provision portion did not exist.

**ARBITRATION:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection or inspection report shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules except that a panel of three arbitrators shall be appointed: one home inspector, one attorney and one contractor both experienced with the home inspection profession and the home inspection process. The decision of the Arbitrator Panel appointed there under shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.

**REASONABLE NOTICE:** If the client has a complaint against the inspector, the client shall provide reasonable notice in writing. The client shall permit an inspection of the condition(s) which led to the complaint, by the inspector or appointees thereof, prior to any alterations, repairs, or replacements. The client agrees to hold the inspector and Sentinel HIS harmless for any and all claims relating to conditions altered or repaired without stated notice and inspection.

**USE BY OTHERS:** I request this inspection report for exclusive use. This report is considered confidential and is not to be copied or disseminated to any other party without my expressed written consent. All disclosures contained in the report are specifically restricted to the transaction for which the inspection was performed. By my consensual release of this report I promise to indemnify and hold harmless the inspector and the company for any damages claimed by others. (Clients Initials) \_\_\_\_\_ X

**DISCLOSURE:** I authorize the disclosure of information within this report to \_\_\_\_\_  
who are intimate to this transaction, for the purpose of clarification and facilitation of repairs. (Clients Initials) \_\_\_\_\_ X

**LIMITATION ON LIABILITY:** Inspector's liability for negligence, errors or omissions in this inspection and report is limited to a refund of the two times the fee paid for this inspection and report or Two Thousand Five Hundred Dollars (\$2,500) whichever is smaller. The liability of inspector's principals, agents, and employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability limitation is binding on client and client's spouse, heirs, principals, assigns and anyone else who may otherwise claim through client. Client assumes the risk of losses greater than the fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims which may ever arise from this inspection.

**OUTSIDE THE SCOPE OF THE INSPECTION:** The Client acknowledges and agrees that certain items, including but not limited to the following, are outside the scope of the general visual inspection of the above mentioned property and are therefore not included in the inspection and report:

The following are beyond the scope of the inspection:

- \* Building value appraisal
- \* Assessing the performance of mechanical equipment during extreme weather
- \* Detection of intermittent occurrences without obvious evidence of past occurrence
- \* Checking the inner workings of mechanical devices such as heat exchangers, compressors, etc.
- \* Checking of underground or hidden tanks and pipes
- \* Identifying and/or checking public or private waste disposal systems on or around the property
- \* Detection of chimney flue liner cracks or breaks that are not visible from the access openings such as fireboxes, clean outs or other openings
- \* Checking leakage or seepage occurring intermittently or under unusual or extreme weather conditions
- \* Checking of secured, drained or tagged equipment
- \* Checking wire connections in unexposed locations
- \* Noting the presence of pests/chemicals without obvious evidence

### ADDITIONAL SERVICES

By initialing here \_\_\_\_\_ and placing this \_\_\_\_\_ mark next to each I accept (Yes) or decline (No) each. Each test has been explained along with the reasons for performing the tests.

Radon: Yes \_\_\_ No \_\_\_ Fee: \$ \_\_\_\_\_ Lead (Soil): Yes \_\_\_ No \_\_\_ Fee: \$ \_\_\_\_\_ Oil Tank: Yes \_\_\_ No \_\_\_ Fee: \$ \_\_\_\_\_

Termite: Yes \_\_\_ No \_\_\_ Fee: \$ \_\_\_\_\_ Septic Dye: Yes \_\_\_ No \_\_\_ Fee: \$ \_\_\_\_\_ Mold: Yes \_\_\_ No \_\_\_ Fee: \$ \_\_\_\_\_

Lead (Paint): Yes \_\_\_ No \_\_\_ Fee: \$ \_\_\_\_\_ Water Potability: Yes \_\_\_ No \_\_\_ Fee: \$ \_\_\_\_\_

Lead (Water): Yes \_\_\_ No \_\_\_ Fee: \$ \_\_\_\_\_ Asbestos: Yes \_\_\_ No \_\_\_ Fee: \$ \_\_\_\_\_

I have read, understood, and agree to the terms of this contract, or have re-negotiated them in writing (see below) to my satisfaction. I the client agree to be bound by the terms and conditions of this contract. I am aware that this is a limitation of liability and a contract between myself the inspector and the inspection company. In the event of a refund of the inspection fee, such refund shall be accepted as full and final settlement of all claims and causes of action. Acceptance of this report constitutes acceptance of all contractual terms herein. I agree to pay the fee as specified below and to carefully read the entire inspection report. The following areas were not inspected, were inaccessible or otherwise totally disclaimed: \_\_\_\_\_

CLIENT(S): \_\_\_\_\_ INSPECTOR: \_\_\_\_\_

One signature binds spouses, et als etc

An Authorized Agent of the COMPANY

DATE: \_\_\_\_\_ TOTAL FEE: \_\_\_\_\_ COMPANY: Sentinel Home Inspection Services.

**RENEGOTIATED ITEMS** \_\_\_\_\_  
Accepted \_\_\_\_\_ DATE \_\_\_\_\_