

How's My House Home Inspections LLC
9 Abbey Lane
Plainview, NY 11803
516-732-7595

Client Information

Name: - _____
Address: _____
City: _____
State, Zip: _____ Email Address - _____
Contact Number _____

Address of property to be Inspected _____
I certify that the property to be inspected has a selling price of approximately \$ _____
(Payment is due in full at the time of inspection)

Inspection Agreement:

PLEASE READ CAREFULLY

THIS AGREEMENT (this "Agreement") is made and entered into by and between How's My House Home Inspections LLC (sometimes referred to as the "Company") and _____

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 thereunder 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.

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 understands and agrees as follows:

1. The inspection and the report provided to you will conform with the Standards of Practice of the American Society of Home Inspectors (ASHI). The inspection and the completed report are limited by the terms and conditions, exclusions and limitations as established by this Agreement and the ASHI Standards of Practice. We will provide you with a copy of the ASHI Standards upon request or you can find it online at www.ashi.com.
2. Home inspector shall inspect: foundation; Floors; Walls; Ceilings and Roof; Probe structural components where deterioration is suspected; Crawl spaces and attics not less than 24 inches vertical clearance and at least 30 inches horizontal clearance; Exterior surfaces; Exterior doors; Windows; Decks, balconies, stoops, steps, porches and railings; Vegetation, grading, drainage and retaining walls with respect to their immediate detrimental affect on the condition of residential building; Walkways, patios and driveways; Garage doors; Roofing surface; Roof drainage system; Flashing; skylights; Exterior of chimneys; Water supply and distribution systems; Interior fixtures and faucets; Drain, waste and vent systems; Domestic water heating systems; Combustion vent system; Fuel distribution system; Sumps, pumps and piping; Service entrance system; main disconnects; main and sub panel and interior components; Service ground; Wiring; Over-current protection devices; GFCI's; Heating equipment; Visible and accessible portions of heat exchanger, remove flame roll-out shield; Central cooling system; Hard wired through-wall individual cooling system and energy source. Interior steps, stairways and railings; Kitchen cabinets; Interior doors; At least one window per room; Insulation in unfinished spaces; Ventilation of attic and crawlspaces; Mechanical ventilation systems; Fireplaces;
3. Home inspector shall not inspect: Environmental conditions, subterranean soil conditions, insect infestation, zoning or codes compliance or any other regulatory compliance, lead paint, radon, mold or mildew contamination, geological or soil or water testing, engineering & analysis, existence of easements or other property encumbrances, asbestos contamination, landscaping, septic systems, irrigation or anything else beyond the physical components of the house itself unless otherwise noted in this contract; Remote control devices for garage doors; Antennae; solar heating systems; lighting arresters; Satellite dishes; wiring not part of primary electrical distribution system; Central vacuum system; Security system; Interior of flues or chimneys. (Certain environmental tests can be performed for additional fees)
4. **Visual inspection only:** The inspection is limited to readily accessible areas and mechanical systems. In the event that we cannot inspect an area, the area will be noted in report as inaccessible and non-functioning mechanical systems will be noted as non-functional at the time of inspection. The inspection will not involve destructive or invasive testing or be technically exhaustive and cannot detect latent conditions or concealed, hidden, obstructed or inaccessible areas unless otherwise stated and agreed upon by all parties in advance and in writing
5. The report we provide is not to be deemed a guarantee, warranty or insurance policy against future defects in the inspected property. The report is simply our written evaluation of conditions at the property on the date of inspection. You should assume that certain items will fail over time and there is no means any inspection could predict all occurrences or when they may occur Client acknowledges that certain components of the house may function in a manner consistent with their purpose at the time of the inspection, but may cease to function or change or deteriorate abruptly and without notice.

6. The purpose of the report is to alert the client to defects to the property that are discoverable during this limited visual inspection we provide that materially affect the condition of the property. Please note that the inspection is a snapshot in time of the condition of the property at one particular moment and that certain conditions may exist which may not be readily ascertainable at the time. We will use our best professional judgment and experience to document our observations, but we cannot be responsible for or liable for any defects that cannot be reasonably discovered during the limited time of the inspection. It is not possible to determine or predict water leakage, moisture problems, or other conditions that might be affected by varying weather conditions, environmental factors, or lifestyle.

7. The inspection is a general overview of major components and mechanical equipment within this property as outlined by the ASHI Standards of Practice. This inspection does not evaluate or test the efficiency of equipment or materials within the property inspected.

8. Any photographs taken during the inspection are for reference purposes by inspector only and shall remain property of the Company.

9. ALL COPYRIGHTS ARE RESERVED. We provide the inspection report for your exclusive use only. This report may not be transferred or assigned to any third party. The Client agrees to indemnify and hold us harmless from any and all losses, liabilities, related costs and expenses including attorney's fees that arise out of lawsuits brought by third parties who claim reliance on this report.

10. We do not perform testing, inspection or issue certification relating to wood-destroying insects. We strongly suggest that you have a licensed pest control specialist perform this service for you.

11. We will not remove personal items in the course of our inspection, nor will we damage or disturb any property, including finished surfaces, insulation, landscaping, or snow or ice which obstructs the view of inspected areas or components. We will not enter any areas that constitute a threat to our safety or are otherwise inaccessible.

12. If any part(s) of this Agreement are declared invalid or unenforceable by any court or jurisdiction, then the surviving provisions of this contract shall remain in effect.

13. This Agreement will merge into, and become part of the inspection report, and acceptance of the inspection report will constitute the acceptance of the terms and understanding of the above.

14. We do not solicit referrals for home inspections from real-estate agents. We have no interest in the property or any arrangement with contractors or other trades-people or, any benefits derived from any sales or improvements to this property.

15. **UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY:**

a. It is understood that **How's My House Home Inspections LLC** is not an insurer and that the inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance, or condition of any structure, item, or system at the property address. The Client hereby releases and exempts the company and its agent's and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature.

b. In the event Client discovers a material defect or any other deficiency that was not identified and reported by **How's My House Home Inspections LLC**, Client shall notify **How's My House Home Inspections LLC** in writing and allow **How's My House Home Inspections LLC** and/or **How's My House Home Inspections LLC** designated representative to re-inspect and document the condition(s) of the material defect or deficiency prior to making any repair, alteration or replacement to said material defect or deficiency.

c. Client understands and agrees that any failure to timely notify **How's My House Home Inspections LLC** and allow adequate time to investigate and re-inspect as stated above shall constitute a complete bar and waiver of any and all claims the Client may have against **How's My House Home Inspections LLC** related to the alleged act, omission or claimed condition.

d. In the event that the Company and/or its agents or employees are found liable due to breach of contract, breach of warranty, negligence, negligent misrepresentation, negligent hiring or any other theory of liability, then the liability of the Company and its agents and employees shall be limited to a sum equal to the amount of the fee paid by the Client to the Company for the inspection and report. This liability limitation is binding on Client and Client's spouse, heirs, successors and assigns. Client assumes the risk of all losses greater than the fee paid or the inspection.

16. This Agreement shall be governed by and construed in accordance with the law of the State of New York without regard to the conflict of laws provisions there of.

17. _____ (Additional service requested by client and fees)

18. _____ (Items not to be inspected at the request of client)

19. _____

(Additional copies of this report will be sent to the above parties)

I HAVE READ THE TERMS OF THIS AGREEMENT AND THAT ANY QUESTIONS I HAVE ABOUT THIS AGREEMENT HAVE BEEN FULLY AND SATISFACTORILY EXPLAINED. I AGREE THAT I UNDERSTAND AND CONSENT FREELY TO ALL THE ABOVE TERMS AND LIMITATIONS EXPRESSED HEREIN.

Acceptance and understanding of this agreement are hereby acknowledged on this --- _____ day of _____, 2010

Total Fee \$ _____

Form of Payment: Check # _____ Cash _____.

HMH Representative

Date

Client

Date