



Excellence Home Inspections

RESIDENTIAL PROPERTY INSPECTION AGREEMENT

Property Address:

Date:

Time:

Inspection Report Number:

Client:

Client named above hereby requests a **Residential Property Inspection** of the primary residence and all appurtenant structures at the above address, to be conducted by Excellence Home Inspections (herein referred to as **Inspector**), for the **Client's** sole use and benefit. **Client** agrees to carefully read the entire **Agreement** and **Inspection Report** as they receive them and promptly call the **Inspector** with any questions **Client** may have. To the extent any information discussed in any said oral communications are important to **Client**, such discussions shall be incorporated into this **Agreement** in writing and signed by each of the parties or such discussions shall be superseded by the **Inspection Report**. **Client** warrants that all necessary approvals have been secured for **Inspector's** safe entrance onto the subject property.

This contract is an agreement between the **Client** and Excellence Home Inspections to perform a limited visual inspection as generalist of apparent conditions of readily visible, readily accessible installed systems and components existing at the time of the inspection only. The purpose and scope of the inspection is to provide the client with a better understanding of the property conditions as observed at that time.

The home inspection is performed in accordance with the Standards of Practice of NYS Department of 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 regulations promulgated thereunder including, but not limited to, the Code of Ethics 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 property owner and/or occupants of the property).

According to the Standards of Practice of the NYS Home Inspection Council the inspector will inspect and report on the following areas:

Structural Components	Central Air Conditioning
Exterior	Heating
Roofing	Interior
Plumbing	Insulation and Ventilation
Electrical	Built-In Kitchen Appliances

The **Report** will describe these systems and components; state which have been inspected and which have not been inspected with the reason for not inspecting; state which inspected systems and components do not function as intended; state whether the condition reported requires repair or subsequent observation or warrants further investigation by specialist .

Plumbing, gas and electrical systems must be turned “ON” for the inspection of the areas and components. Furnaces must be “ON” or capable of being turned on by using normal controls. All pilot lights must be “LIT” in order to inspect these components or systems.

COST: The cost of the home inspection is thirty five cents (\$.35) per square foot or four hundred and fifty dollars (\$450.00), whichever is greater of the home to be inspected. Payment must be made at the time of inspection. This contract does not include re-inspection of the property.

Inspection Cost \$-----

EXCLUSIONS AND LIMITATIONS: The inspection is limited to visual observation of apparent conditions existing at the time of the inspection and is not technically exhaustive. The inspection does not include areas which are inaccessible including but not limited to: behind walls, wall hangings and pictures; behind and under furniture and equipment; under rugs; below soil level; and areas where debris or personal items obstruct access or visibility. The inspection is not intended to provide the client information regarding the advisability or inadvisability of purchase of property; the market value of the property or its marketability; the compliance or non-compliance with codes, ordinances and statues; regulatory requirements or restrictions; the life expectancy of any component or system in the property; the causes of the need of repair, methods, materials and cost of corrections; the presence or absence of pests such as wood damaging, organisms, rodents or insects, cosmetic damage, underground items, or items not permanently installed. The inspection does not include calculations of strength, adequacy, or efficiency of any system or component; determination of the effectiveness of any system installed to control or remove suspected hazardous substances; prediction of future conditions such as failure of components; projection of operating costs of components; evaluation of acoustical characteristic of any system or component; or evaluation of special equipment or accessories that are not listed as components to be inspected in the Standards of Practice of the NYS Home Inspection Council.

The inspector will not operate any system or component that is shut down or otherwise inoperable, or one that does not respond to normal operating controls. The inspector will not operate any heating or cooling systems when weather conditions or other circumstances may cause equipment damage.

The following items are not a part of the inspection, including but not limited to: Pools, spas, hot tubs or equipment related to them; elevators; refrigeration units; washers and dryers; water filtration units; security alarms; intercoms; service or equipment related to phone, cable or satellites; window treatments; oven clocks, timers or self-cleaning functions; central vacuum systems; solar systems; lightning arrestors; EIFS systems; septic fields, septic systems, fuel tanks, well systems, sprinkler systems or any other underground or concealed systems; detached buildings or garages; or heat exchangers.

The inspection does not address and is not intended to address the possible presence of any danger from any potentially harmful substance and environmental hazards, including but not limited to:

Radon gas, lead paint, asbestos, urea formaldehyde (UFFI), toxic or chemical analysis, carcinogens, mold, fungi, airborne hazards, bio-aerosols, soil or geological conditions, polluted water, noise, or underground oil tanks.

For comprehensive listings of those items not required to be part of the inspection and applicable definitions, refer to the Standards of Practice of the NYS Home Inspection Council (Subpart 197-5.2)

LIMIT OF LIABILITY: It is understood and agreed that should Excellence Home Inspections and/or its agents or employees be found liable for any loss or damage resulting from failure to perform any of its obligations, including but not limited to negligence, breach of contract or otherwise, then the liability of Excellence Home Inspections and/or its agents or employees shall be limited to a sum equal to the amount of the fee paid by the **Client** for the **Inspection** and **Report**.

ACKNOWLEDGEMENT:

----- The **Client** gives permission to Excellence Home Inspections to release a copy
Client Initials of the report to the **Client's** Realtor/agent

----- And additionally allow the **Client's** Realtor/agent to forward a copy of the report.

Client Initials

----- The **Inspection** and **Report** are not intended to be used as a guarantee or warranty
Client Initials expressed or implied and visual problems reported should be verified with the
- appropriate contractor, electrician, plumber, or skilled professional for cost
 estimates and code compliance.

AGREEMENT: This contract represents the entire agreement between Excellence Home Inspections and the **Client**. Excellence Home Inspections is not responsible for the repair, replacement, or alterations of any item within or upon the inspected property. Absolutely no warranties or guarantees are given or implied for any latent or concealed defects. Additionally, any repairs after the inspection may reveal defects that are not accessible at the time of the inspection. Excellence Home Inspections is not liable for any defects or deficiencies which cannot be discovered during the limited visual inspection. Further, Excellence Home Inspections is not responsible for any misleading information provided by the seller or any matter concealed or hidden from the inspector. Excellence Home Inspections reserves the right to make corrections for clerical or other errors in the report and report summary.

The Client acknowledges that they have read and understood the extent and limitations of the inspection and agree to all the limitations, terms and exclusions contained within this contract for the inspection of the property.

EXCELLENCE HOME INSPECTIONS MUST RECEIVE A COPY OF THIS AGREEMENT SIGNED BY THE CLIENT BEFORE THE INSPECTION CAN BEGIN.

The Client is encouraged to be present at the time of the inspection for any questions or clarifications.

Client Name -----
- print

Signature ----- **Date** -----

Signature ----- **Date** -----

Home Address -----

Email Address -----
if provided, will send link to download report

Phone -----

- **Inspectors** -----
Abass Wessen, Philip Gebbia
Excellence Home Inspections

Company Motto: Piece Of Mind Guaranteed! The single largest purchase one makes in life requires a Serious approach and professional expertise, the skill in phrasing the commentary in Understandable terms in an inspection report that assists a Client.

**There is no question in my mind that engaging Excellence Home Inspections is a
Process whereby you receive accredited professional service.**