

TJ's Home Inspections

NY Home Inspection License #16000120645

Home Inspection Agreement

The address of the property is _____.

Fee for the inspection is \$_____. TJ's Home Inspections acknowledges receiving a deposit of \$_____ from the client.

THIS AGREEMENT made on this ___ day of _____, _____ by and between TJ's Home Inspections (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the Parties," The Parties understand and voluntarily be agree as follows:

1. INSPECTOR agrees to perform a visual inspection of the home/buildings readily accessible areas and is limited to visual observations of apparent conditions existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection and the report. Client agrees that the INSPECTOR shall not be responsible for any incidental or consequential damages whatsoever. No oral statements made by the INSPECTOR or any representative or agent thereof shall expand the scope of the inspection or change the terms of this agreement or the inspection report. The INSPECTOR agrees to provide CLIENT with a written report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current New York State Standards of Practice Title 19 NYCRR Subparts 197-4.1-9 and 197-5.1-16 posted at https://www.dos.ny.gov/licensing/homeinspect/hinspect_ethics.html. A copy will be provided to CLIENT upon request. Although INSPECTOR agrees to follow New York State Standards of Practice, CLIENT understands that these standards contain limitations, exceptions, and exclusions. Unless indicated in a separate writing, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon - a colorless, odorless, radioactive gas that may be harmful to humans. CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in a separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations. Any inspection of a system or component that is excluded from the New York Standards of Practice shall be deemed to be provided as a courtesy and shall not be deemed to be an amendment to or waiver of the listed exclusion in the Standards of Practice. CLIENT has the sole right to exclude any additional system or component that is required to be inspected under the Standards of Practice.
3. The inspection and report are for the use of CLIENT only, who may give INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility 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 INSPECTOR (including employees and business entities) from any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in the Agreement. INSPECTOR'S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home / building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. The INSPECTOR does not adopt the warranty of the manufacturer or installer of the systems or components inspected, or the warranty of the builder or seller of the property inspected. THERE ARE NO WARRANTIES WITH RESPECT TO THE INSPECTION THAT EXTEND BEYOND THE FACE HEREOF. THE INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED SYSTEMS OR COMPONENTS. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

4. INSPECTOR assumes no liability for the cost or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and / or employees, for claims or damages, cost or defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. Any claim by the CLIENT against the seller, a real estate agent or a real estate company for non-disclosure releases the INSPECTOR from all claims. CLIENT waives any claim for consequential, exemplary, special or incidental damages for the loss of the use of the home / building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (I) to reflect the fact that actual damages may be difficult and impractical to ascertain (II) to allocate risk among the INSPECTOR and CLIENT; and (III) to enable the INSPECTOR to perform the inspection at the stated fee.
5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place. If immediate threats to health or safety are observed during the course of the inspection, the CLIENT hereby consents to allow the INSPECTOR to disclose such immediate threats to health or safety to the property owner and/or occupants of the property
6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following (1) Written notification of adverse conditions within 14 days of discovery; and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.
7. The parties agree that any litigation arising out of the Agreement shall be filed only in the Court having jurisdiction on the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

8. If any court declares any provision of this Agreement invalid, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No charge shall be enforceable against any party unless it is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.
9. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of couch entity does personally guaranty payment of the fee by the entity.
- 10.If CLIENT request a re-inspection, the re-inspection is also subject to all terms and conditions set forth in this agreement
- 11.This Agreement is not transferable or assignable.
- 12.Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.
- 13.CLIENT and INSPECTOR agree that a signed photo-copy, scanned and emailed or facsimile transmission of this agreement shall be treated with the same force and effect as the original.

THE UNDERSIGNED, HAVING CAREFULLY READ THE FOREGOING AGREEMENT, FULLY UNDERSTANDS AND IS FAMILIAR WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND ACKNOWLEDGES THAT INSPECTOR HAS NOT MADE ANY REPRESENTATIONS TO THE UNDERSIGNED OTHER THAN THOSE EXPRESSLY CONTAINED IN THE AGREEMENT OR THE WRITTEN REPORT.

CLIENT or Representative Date

INSPECTOR Date
Thomas J Sirois
TJ's Home Inspections
NY Home Inspection License # 16000120645