



NYS Lic. #1600005170

PLEASE READ CAREFULLY
AGREEMENT FOR HOME INSPECTION SERVICES

ADDRESS OF INSPECTED PROPERTY: DATE OF INSPECTION:

CITY: STATE: ZIP: OUTDOOR TEMPERATURE: WEATHER:

FEE FOR INSPECTION: THIS AGREEMENT MADE THIS DAY OF 20

By and between American Home Inspections (hereafter called the "COMPANY") and (hereafter called the "CLIENT")

THE PARTIES UNDERSTAND AND AGREE AS FOLLOWS:

1. COMPANY agrees to perform a visual inspection of the subject property and to provide client with a written inspection report identifying the major deficiencies. This inspection will be of readily accessible areas of the house and is limited to visual observations of apparent condition existing at the time of the inspection only.

Table listing inspection items: Drainage, Interior, Heating, Roof, Foundation, Materials of Construction, Insulation, Electrical, Attic, Fireplace(s), Appliances, Crawlspace/Basement, Plumbing, Exterior, Central Air Conditioning.

2. The inspection and report will be performed in a manner consistent with the standards of The American Society of Home Inspectors (ASHI). The inspection is completed at the site and all information not requiring separate laboratory analysis will be conveyed to you or your representative at that time.

3. Items and Systems NOT included in the inspection:

Table listing excluded items: Underground utilities, Playground equipment, Pools, Sidewalks, Wells/springs, Solar systems, Elevators, Personal property, Sprinkler system, Central vacuum, Recreational appliances, Septic tanks, Cosmetic items, Driveways, Security system, Drain fields, Water softeners, Cesspools, Detached buildings.

Thermostats or timers are not checked for accuracy or calibration. Air conditioners cannot be safely checked when the outside temperature has been below 60 degrees within 24 hours. Some items are checked by a sample as expressly and specifically identified by the inspection report.

4. COMPANY is not required to move personal property, debris, furniture, equipment, carpeting, or like materials, which may impede access or limit visibility. Major deficiencies and defects which are latent or concealed are excluded from the inspection.

5. The inspection and report do not address and are not intended to address the possible presence of or danger from chemicals or contaminants. The client is advised to contact a reputable specialist for information, identification or testing for these items if desired.

6. This inspection report is not intended to used as a guarantee or warranty, expressed or implied regarding the adequacy, performance or condition of any inspected structure item or system. The inspection and report are not intended to reflect the value of the premises nor to make any representation as to the advisability or inadvisability of purchase or the suitability of use.

7. The parties agree that the maximum liability of COMPANY, its employees or agents is limited to an amount not to exceed the amount paid for the inspection services. COMPANY will not be held liable for any claims if repairs or replacements are made or money is spent without notifying COMPANY and providing COMPANY access and opportunity to re-inspect.

8. In the event of a claim against COMPANY, CLIENT agrees to supply COMPANY 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 COMPANY and its agents from any and all obligations.

9. In the event that CLIENT fails to prove adverse claims against COMPANY in a court of law, then the CLIENT will pay all legal costs, expenses and fees of COMPANY in defending said claims.

10. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties.

11. Payment is due upon completion of the on-site inspection. There will be a \$20.00 charge if any form of payment is subsequently dishonored. All legal and time expenses and fees incurred in collecting due payments, returned checks, or unaccepted credit and payments will be paid by the CLIENT. Any fee not paid within 30 days of the inspection will have a service charge of 1.5 % monthly (18% APR) added to the inspection fee.

12. This Agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification 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 assigns.

THE ABOVE IS UNDERSTOOD AND AGREED TO, AND CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

AUTHORIZATION TO DISCLOSE ANY OR ALL ITEMS IN THE REPORT: Yes (initial only if you wish to share your report with a third party)

CLIENT OR REPRESENTATIVE

AMERICAN HOME INSPECTIONS