



Accurate Building Inspectors.

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A Division of Ubell Enterprises ■ E-mail: inspector@AccurateBuilding.com ■ inspector@Ubell.com

THIS AGREEMENT is made and entered into by and between Accurate Building Inspectors and

_____ (client name print)

_____ (client current address) _____ (city) _____ (state) _____ (zip code)

Address of property to be inspected _____

I Certify that the property to be inspected has a selling price of approximately _____ Clients Initials: _____

Inspection date _____ **Inspection fee** _____ Inspection # _____
(Payment is due in full at the time of inspection)

Client understands and agrees as follows:

1. The inspection and the report provided to you will conform to the New York State Code of Ethics and Standards of Practice for home inspectors. The inspection and the completed report are limited by the terms and conditions, exclusions and limitations as established by this Contract and Article 12-B of the Real Property Law as published in Title 19 of the New York Codes, Rules and Regulations. You can find it online at www.dos.state.ny.us/lcns/professions/homeinspector/codeofethics.htm.

2. 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; 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.

3. 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;

4. Home inspector not required to 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), inspector will not inspect any component or system that the inspector deems dangerous, adverse, unsafe or will put persons or property at risk.

5. **Visual inspection only:** This 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. This 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.

6. 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.

7. This inspection is a general overview of major components and mechanical equipment within this property. This inspection does not evaluate or test the efficiency of equipment or materials within the property inspected.

8. 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. The 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. 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 impinge upon the health and safety of the occupants of the property or 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.

9. Return-trip(s): The client agrees to provide full access to the building, common areas and to insure that utilities are on at time of inspection. If a Return-trip is needed a fee of \$_____will be charged per trip.

10. Fees not paid at the time of the inspection the client agrees to pay the total fee within 10 working days. If total fee is not paid within 10 working days then the client agrees to pay an additional service charge of 1.5% per month on the unpaid balance from date of inspection.

11. This agreement shall be retained for a period of five years following the completion of the pre-inspection agreement.

12. Where permissible under state law, **liability for this inspection is limited to three times (3X) the total fee(s) paid for this report.**

13. Any photographs taken during this inspection are for reference purposes by inspector only and will not be issued as part of the inspection report.

14. 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.

15. 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.

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

18. This contract will become part of the inspection report, and acceptance of the inspection report will constitute the acceptance of the terms and understanding of the above.

19. 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.

20. This inspection is not intended for court or as a pre-trial investigation.

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

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

23. This agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

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

(Client Signature)

(Date)

(Inspectors Signature)

(Date)

Inspection # _____