



Accurate Building Inspectors®

1860 Bath Avenue, Brooklyn, New York ■ 11214-4616 ■ Tel: 718-265-8191 ■ Fax: 718-449-7190
 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 _____

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

Client understands and agrees as follows:

1. Fee(s) for inspections are predicated on (1/10 of 1%) of the approximate selling price but not less than \$650.00 for 1 family, \$700.00 for 2 family, \$750.00 for multiple dwelling, Co-op or condominium and \$750.00 for commercial. If at any time it is found that the selling price of the structure is different from the quoted selling price, then the fee(s) will be adjusted accordingly. If fee is not paid at the time of inspection then 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.

2. The inspection and the report provided to you will also conform to or exceed 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 Contract 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.

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)

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. 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 \$ _____ and an hourly fee of \$ _____ will be charged per trip.

Inspection # _____

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

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.

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

10. 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.

11. This 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.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

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

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

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 # _____