This INSPECTION CONTRACT is between _____ referred to as “Client” and Perry’s Home Inspection hereafter referred to as “company”.

Property Location:_____

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. 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.

Client agrees that the inspection is not requires in any area that in the sole opinion of the company or its inspector is not readily accessible or that could be dangerous to the inspector or others or could result in damage to the property, its systems or components.
The inspection and the report are performed and prepared for the sole, confidential & exclusive use and possession of the client. It is understood and agreed that this inspection will only be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing only at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection; equipment, items, and systems will not be dismantled. Maintenance and other items may be discussed, but they are not a part of our inspection. The inspection/report is not intended to be technically exhaustive, or to imply that every component was inspected, or to imply that every defect was discovered. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. Clients agree to be an observer only, due to the risk of injury or death.

The inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards, including but not limited asbestos, mold, radon gas, lead in paint, lead in solder, lead in water, formaldehyde, pesticides, toxic or flammable chemicals, water or airborne related illness or disease and all other similar or potentially harmful insects, substances or conditions. No water, soil, air, or material analysis of any kind, including those for health or environmental consideration will be performed, unless any of the following test(s): radon, well water flow or quality, septic dye, or lead in water or paint are specifically requested, the client signs the company’s agreement form for each test required and pays the fee set by the company. Also excluded from the inspection and report are items not required to be observed or reported on as provided in the New York State Standards of Practice for Home Inspectors or Code of Ethics and Regulations for Home Inspectors. Also excluded are septic systems - septic tank - distribution box - lines and leach fields, swimming pools - hot tubs - saunas and all related fixtures – appurtenances - wiring and equipment associated therewith, solar panels, wind turbines, generators of any type, above ground and underground storage tanks of any kind and their lines, fire and lawn sprinkler systems, and the confirmed presence or absence of or damage done by pests, rodents, wood borers and other insects, animals and the like. Barns play sets, sheds, recreational equipment and/ or other items and out buildings are also excluded. In the event that a specific condition or substance is identified, it is intended to raise awareness to client about that item in particular indicating that a more comprehensive analysis may be needed by a qualifies expert in that specific field which is not part of this inspection or services provided hereby.

The parties agree that the COMPANY, and its agents and employees, assume no liability or responsibility for the cost of repairing or replacing any unreported defect or deficiency, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. THE INSPECTION AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM, OR SYSTEM. COMPANY IS NOT AN INSURER OF ANY INSPECTED CONDITIONS. It is understood and agreed that should COMPANY and/or its agents or employees be found liable for any loss or damages resulting from a failure to perform any of its obligations, including but not limited to negligence, breach of contract, or otherwise, then the liability if COMPANY and/or its agents and employees shall be limited to a sum equal to the amount of the fee paid by the CLIENT for the inspection and report. Should the CLIENT believe that the COMPANY has breached this agreement and/or been negligent in the inspection, the CLIENT must give notice in writing to the COMPANY within ten (10) days of discovery of any defect. CLIENT will allow COMPANY to view the defect prior to repair being made, unless such repair is emergency in nature. Failure to give written notice and/or making non-emergency repairs releases the COMPANY from all liability and obligations. CLIENT agrees that no action to recover damages can be brought more than one (1) year after the date of inspection, time being of the essence.

CLIENT and COMPANY agree that should a court of competent jurisdiction determine and declare that any portion of this agreement is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

Acceptance and understanding of this agreement are hereby acknowledged:

_____	_____	_____
Jeffrey Perry/DATE (607)857-8717	CLIENT/DATE	SEND TO REALTOR

TOTAL FEE $_____
PAID BY: _____ EMAIL:_____ PHONE:_____

SEND REPORT VIA: EMAIL OR POSTAL MAIL TEMP:_____ SOIL COND:_____WEATHER_____