This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the Property at:
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1. The fee for our inspection is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, payable in full prior to or at the appointment.

2. We will perform a visual inspection of the home/building and provide you with a written report identifying the defects that we (1) observed and (2) deemed material. The report is only supplementary to the seller’s disclosure.

3. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors (“InterNACHI”), posted at www.nachi.org/sop. If your jurisdiction has adopted mandatory standards that differ from InterNACHI’s SOP, we will perform the inspection in accordance with your jurisdiction’s standards. You understand that InterNACHI’s SOP contains limitations, exceptions, and exclusions. You understand that InterNACHI is not a party to this Agreement, has no control over us, and does not employ or supervise us. **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.**

4. Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, we will not test for mold. Unless otherwise indicated in writing, we will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

5. Our inspection and report are for your use only. You must give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible 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 us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and 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. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

6. **LIMITATION ON LIABILITY AND DAMAGES**. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. New York state law provides that we may not Include any limitation on the amount of damages in this agreement for any alleged negligence or errors or omissions. As to other claims, we assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In those other cases, our liability is limited to liquidated damages in an amount not greater than the fee you paid us. You acknowledge that these liquidated damages are not a penalty, but that we intend them to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee. If you wish to eliminate this liquidated damages provision, we are willing to perform the inspection for an increased fee of $\_\_\_\_\_\_, payable in advance.

7. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.

8. EXCLUSIONS AND LIMITATIONS: The inspection is limited to visual observation of apparent conditions at the time of the inspection and is not technically exhaustive. The inspection does not include areas which are inaccessible including but not limited to: behind walls, wall hangings and pictures, behind and under furniture and equipment: under rugs; below soil level; and areas where debris or personal items obstruct access or visibility. The inspection is not intended to provide the Client with information regarding the advisability or inadvisability of purchase of property; the market value of the property or its marketability; the compliance or non-compliance with codes, ordinances and statutes; regulatory requirements or restrictions; the suitability of the property for specialized use; the life expectancy of any component or system in the property; the causes of need of repair, methods, materials and cost of corrections; the presence or absence of pests such as wood destroying organisms, rodents or insects, cosmetic damage, underground items, or items not permanently installed. The inspection does not include calculations of strength, adequacy or efficiency of any system or component; determination of the effectiveness of any system installed to control or remove suspected hazardous substances; prediction of future conditions such as failure of components; projection of operating costs of components; evaluation of acoustical characteristics of any system or component; or evaluation of special equipment or accessories that are not listed as components in the Standards of Practice of the New York State Licensure Board.

9. The inspector will not operate any system or component that is shut down or otherwise inoperable, or one that does not respond to normal operating controls. The inspector will not operate any heating or cooling system when weather conditions or other circumstances may cause damage to the equipment.

10. THE FOLLOWING ITEMS ARE NOT PART OF A HOME INSPECTION, INCLUDING BUT NOT LIMITED TO:

Pools, hot tubs, spas or related equipment, elevators, refrigeration units, washers and dryers, water filtration systems, security alarms, intercoms, service or equipment related to phone, cable or satellites, window treatment, oven clocks, timers or self-cleaning features, central vacuum systems, solar systems, lightening arresters, synthetic stucco, septic fields, septic systems, fuel tanks, well systems, spring systems or any underground or concealed system, detached building or garages, and heat exchangers.

11. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

12. You agree that should a dispute arise between you, the Client, and us, the Inspector, we shall seek remedy by way of arbitration. You, the Client, will be solely responsible for any and all fees from the arbitration process. The arbitration process will be in the county that the Inspectors home office is based out of.

13. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney’s fees incurred in defending that claim. You agree that the exclusive venue for any legal action against InterNACHI itself, allegedly arising out of this Agreement or our membership in InterNACHI, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with 30 days’ written notice of the nature of the claim, in sufficient detail and with sufficient supporting documents that InterNACHI can evaluate it. In any action against us or InterNACHI, you waive trial by jury.

14. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.

15. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney’s fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

16. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

17. You may not assign this Agreement.

18. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.

19. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

20. **If you would like a large-print version of this Agreement before signing it, you may request one by emailing us.**

21. If you elect to participate in InterNACHI’s Buy-Back Guarantee Program, you will be bound by the terms you may view at [www.nachi.org/buy](http://www.nachi.org/buy).

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

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CLIENT (Date) CLIENT (Date)