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INSPECTION CONTRACT AGREEMENT

This Inspection is intended to assist in the evaluation of the overall condition of a building. The Inspection is based on the visible and apparent condition of the building and its components on the date of Inspection. The results of this home inspection are not intended to make any representation regarding latent or concealed defects that may exist, and no warranty or guarantee is expressed or implied, nor is this report any insurance that items found acceptable will remain so for any period of time. 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 unless duly licensed to do so.

The Client: The person(s) or entity on whose behalf Gunther Home Inspections, Inc. (GHI) is acting.
The Company: Refers to Gunther Home Inspections, Inc. and the individual Inspector conducting the Home Inspection service, for the Client, for a fee.

RIGHT OF ENTRY: *The Client* warrants that they or their agent has made all the necessary arrangements with the owner of the property for *the Company* to enter and inspect the property described in this contract.

PARTICIPATION: *The Client* has been encouraged to participate in the inspection and accepts responsibility for incomplete information should they not participate in the inspection. *The Client's* partition shall be at their own risk for falls, injuries, property damage, etc.

SCOPE OF THE WORK: The Inspection will be performed in a manner consistent with the NYS Department of State Division of Licensing Services and the standards of practice established by The American Society of Home Inspectors (ASHI). The intent of the inspection is to visually screen for "exposed to view" items that need major repair or further evaluation by a specialist. The purpose of this report and analysis is to detect major **visible** and **accessible** aspects of the property's basic and primary structure, the property's foundation or basement, interior, exterior, roof, electrical, plumbing, and heating and cooling systems. No invasive or destructive testing is performed. This **shall not be construed as a pest inspection**, mold inspection, public records, building codes, and environmental checks and are beyond the scope of the standard visual inspection. The *Client* may request additional services for an additional fee. Although proper care has been taken in performing this inspection, this report cannot be fully exhaustive, nor does it imply that every component was inspected or that every possible defect was discovered. (i.e. when the property contains a number of similar items such as electrical receptacles, switches, locking mechanisms, roof shingles, mortar pointing, windows, etc.) However, a representative of each shall be inspected. In conducting the inspection, *The Company*, does not disassemble equipment, move furniture, carpeting, or open wall coverings.

PRE-SETTLEMENT: *The Client* accepts that this inspection is no substitute for a pre-settlement inspection for which *the Client* is responsible since damages, mechanical failures, and symptoms, clues, etc. may appear after this work and before *the Clients* legal acceptance of the property. *The Client* waives all claims against *the Company* in the absence of diligently performing their pre-settlement inspection and for lack of more extensive investigation and follow through with a specialist on any problems noted including conformation of any cost approximations.

DISCLOSURE: This report will be disclosed to real estate agents, attorneys, or other parties intimate to this particular transaction for the purpose of clarification and facilitation of repairs.

Client's Permission granted: YES _____ NO _____

However, 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.

PARTIAL INVALIDITY: If any provision of this contract is held to be void, invalid or unenforceable by a court of competent jurisdiction, all other provisions hereof shall nevertheless continue in full force and effect; the doctrine of severability shall be applied, and the invalidated portion shall be re-negotiated by and between the Parties. The Parties do not intend by this statement to imply the illegality, voidness, or unenforceability of any term, provision, paragraph or article of this contract.

The Client hereby requests a visual inspection of the property at the address below in full understanding and acceptance that the total liability of *the Company* for mistakes, errors, or omissions in this inspection shall be limited to the amount of the fee paid for the inspection. Payment by *the Client* is expected at the time of the inspection. Any fee not paid within 30 days of the inspection will have a late fee of \$15.00 plus a 2% monthly service charge added to the invoice. If an unpaid balance is referred to either a collection agency, or an attorney, the Client assumes all collection agency fees and/or attorney fees.

PAYMENT INFORMATION:

Paid By: Credit Card Check # _____ Cash

Name On Card: _____

Type of Card: Visa Master Card Am/Ex Discover

Card Number: _____

Expiration Date: _____ Amount of Charge: _____

Authorized Signature: _____

By signing this inspection agreement, The Client expressly agrees to, and understands all terms and conditions detailed herein:

On this _____ day, of _____, 20 _____

Address of Inspection: _____

Client's Signature

Corporate Agent / Inspector's Signature

\$ _____ Standard Inspection Fee
\$ _____ Radon Inspection Fee
\$ _____ Pest Inspection Fee
\$ _____ Inspection Fee
\$ _____ Total Inspection Fee