



# GUNTHER Home Inspections Inc.

REPORT # \_\_\_\_\_

2767 DEWEY AVENUE

ROCHESTER, NEW YORK 14616-4627

Office: (585) 349-3900

Fax: (585) 349-3834

www.InspectNY.com

## 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.

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 selling party 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 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 \_\_\_\_\_

**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. In the unlikely event the Client fails to pay the amount agreed, the Client agrees to pay any and all collection/attorney fees GHI incurs attempting to collect payment.

### PAYMENT INFORMATION:

**Paid By:**  Credit Card  Check # \_\_\_\_\_  Cash

Name on Card: \_\_\_\_\_

Type of Card:  Visa  Master Card  Am/Ex  Discover

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Total 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 \_\_\_\_\_

\$ \_\_\_\_\_ Standard Inspection Fee  
 \$ \_\_\_\_\_ Radon Inspection Fee  
 \$ \_\_\_\_\_ Pest Inspection Fee  
 \$ \_\_\_\_\_ Inspection Fee

Corporate Agent / Inspector's Signature \_\_\_\_\_

\$ \_\_\_\_\_ Total Inspection Fee