



HOME INSPECTION AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____ (hereinafter "CLIENT") and Haus & Home Inspections (hereinafter "INSPECTOR") agree as follows pertaining to the inspection of the Property located at _____.

1. The fee for our inspection is \$ _____ payable in full at the time of the appointment.
2. INSPECTOR will perform a limited, non-invasive, visual inspection of the home/building and provide CLIENT with a report identifying the defects that INSPECTOR (1) observed and (2) deemed material. The report is only supplementary to the seller's disclosure.
3. Our inspection and report are for CLIENT'S use only. CLIENT may give INSPECTOR permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. CLIENT will be the sole owner of the report and all rights to it. INSPECTOR is 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 INSPECTOR (including employees and business entities) from any liability whatsoever. If CLIENT or any person acting on CLIENT'S behalf provide the report to a third party who then sues you and/or INSPECTOR, you release INSPECTOR from any liability and agree to pay our costs and legal fees in defending any action naming INSPECTOR. 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. INSPECTOR disclaims all warranties, express or implied, to the fullest extent allowed by law. 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. Inspector will perform the inspection in accordance with the current Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI"), posted at www.nachi.org/sop and the Standards of Practice of the State of New York which can be found at https://www.dos.ny.gov/licensing/homeinspect/hinspect_ethics.html. Copies of the InterNACHI SOP and SOP of the State of New York will be included with the inspection report.
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.
5. **Limitation of Liability Clause:** The CLIENT agrees that total liability of the Inspector for any and all damages whatsoever arising out of or in any way related to this Agreement shall not exceed the fee paid to the Inspector hereunder.
6. INSPECTOR does not perform any other job function requiring an occupational license in the jurisdiction where the property is located. If INSPECTOR holds a valid occupational license, INSPECTOR may inform CLIENT of this and CLIENT may hire INSPECTOR to perform additional functions. Any agreement for such additional services shall be in a separate writing.
7. **Notice and Waiver Clause:** Any claim arising out of or related to any act or omission of the Inspector in connection with the inspection of the property shall be made in writing and reported to the Inspector within fourteen (14) business days of discovery and to allow Inspector a reasonable opportunity to re-inspect the issue giving rise to the claim before undertaking any repairs. CLIENT agrees that a failure to comply with the terms of this paragraph shall constitute a waiver of such claim.
8. 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 INSPECTOR 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 CLIENT 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. CLIENT shall have no cause of action against Inspector after one year from the date of the Inspection without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.
9. If the CLIENT requests a re-inspection, the re-inspection is subject to the terms of this Agreement.
10. **Dispute Resolution; Binding Arbitration:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the Rules and procedures

of the American Arbitration Association. CLIENT agrees to pay all required filing fees. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any court of competent jurisdiction.

11. **Attorneys Fees Clause:** In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

12. **No Rule Of Construction:** The parties acknowledge that each of them has had ample opportunity for their own counsel to participate in negotiating and drafting this Agreement. Therefore, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.

13. **Non-Waiver Clause** The failure by one party to require performance of any provision shall not affect that party’s right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND FULLY ACKNOWLEDGE THE CONTENTS THEREIN.

_____	_____	_____	_____
Client Name (Print)	Date	Inspector Name	Date
_____		_____	
Client Signature		Inspector Signature	

