



Pro Chek Home Inspection Services
Inspection Contract

File # _____

TOTAL COST _____

Customer

Inspection Location

Name _____

Address _____

City/State/Zip _____

Date of Inspection _____

Home Inspectors are licensed by the State of Connecticut and by New York State Department of State. Home Inspectors may only report on readily accessible and observed conditions as outlined in this PRE-INSPECTION AGREEMENT which is part of this document. In New York State, Article 12B of the Real Property Law and the regulations promulgated there under 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, and 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 and safety to the property owner and/or occupants of the property.

PRE-INSPECTION AGREEMENT (Please Read Carefully)

Pro Chek agrees to conduct an inspection for the purposes of informing the customer of major deficiencies in the condition of the property as they exist at the time of the inspection. The inspection and report are performed and prepared for the sole, confidential and exclusive use of the customer who paid a fee to Pro Chek. The report will include information about the following:

The general condition of the structure including the roof, gutter, chimney, siding, foundation, drainage and grading. The general interior condition of the structure including the ceilings, walls, floors, windows, insulation and ventilation. The condition of electrical and mechanical systems including main, circuit panel, branch circuits, plumbing, hot water, heating and air conditioning systems.

It is understood and agreed that this inspection will only include readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from this inspection. Equipment, items and systems will not be dismantled. Only non-intrusive testing will be performed. Maintenance and other items may be discussed but they are not part of this inspection. The report is not intended to assign responsibility for replacement or repairs of items inspected. The term "inspection" does not include all items. Specific items which are not part of the inspection include, but are not limited to: lead paint, asbestos, radon, toxic or flammable materials, freezers, remote overhead door transmitters/receivers, floor coverings, wall coverings, water conditioners, underground storage tanks, tennis courts, playground equipment or other recreational or

leisure appliances, and self cleaning or continuous-cleaning capabilities of ovens, pools/hot tubs, saunas, speakers surround sound systems, security systems, generators and lawn sprinklers.

The parties agree that PRO CHEK, and its employees and/or agents assume no liability or responsibility for the cost of repairs or replacing any unreported defects or deficiencies, 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 as, 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. Pro Chek is not an insurer of any inspected conditions.

It is understood and agreed that should PRO CHEK and/or its agents or employees be found liable for any loss or damage resulting from a failure to perform any of its obligations, including, but not limited to negligence or breach of contract, then the liability of Pro Chek, agents or employees, shall be limited to the sum equal to the amount of the fee paid by the customer for the service. If you have any complaints about our inspection, you must notify us in writing within 7 days after you discover any problem and let us reinspect before changing the condition of the item, except in emergencies, of course. If the repairs are made before the inspection company reinspects the problem, then any claims against the inspection company's failure to adequately inspect such items is waived. No suit or action shall be brought against the inspection company by any third party at any time beyond 1 year after the accrual of the cause of the action itself. If someone other than the client who ordered this inspection shall make any claim or file any lawsuit against the inspection company for failure of its services hereunder in any respect, the client agrees to indemnify, absolve and hold harmless the inspection company from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees. Should a party make any claim or file any lawsuit against the inspection company, such party shall pay all damages, expenses, costs and attorney fees of the inspection company if the complaining party does not win.

(Acceptance and understanding of this agreement are hereby acknowledged).

Company Representative

Date

Customer

Date