

Pro Chek Home Inspection Services
Inspection Contract

File #

Total Cost

Customer

Name

Address

City / State / Zip

Date of Inspection

DISCLOSURE.

Home Inspectors are licensed by the State of Connecticut and by the New York 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 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, and if immediate threats to health or safety are observed during the course of the inspection, the Customer 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).

1. Scope of Inspection. 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.

2. **Limitation of Liability/Indemnification/Attorney Fees.** 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, its agents and/or employees, shall be limited to the sum equal to the amount of the fee paid by the Customer for the inspection service.

If someone other than the Customer who ordered this inspection shall make any claim or file any lawsuit against Pro Chek for services provided hereunder, the Customer agrees to indemnify,

hold harmless and defend the Pro Chek from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

Should the Customer and/or a third party make any claim or file any lawsuit against Pro Chek, such party shall pay all damages, expenses, costs and attorney fees of Pro Chek should Pro Chek prevail in defense of such claim(s).

3. Notice Requirement. 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. 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.

4. Arbitration. If any controversy arises out of or relating to this Agreement, except for a fee dispute or an attempt to collect fees for services rendered pursuant to this Agreement, and if the parties cannot settle the claim or controversy through negotiation, then upon notice by either party to the other, the parties shall settle the controversy or claim, together with any counterclaim(s) which would be compulsory under the Connecticut Practice Book, by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of the arbitration shall be Danbury, Connecticut. One arbitrator mutually acceptable to the parties will undertake the arbitration. The arbitrator may not make any ruling, finding or award inconsistent with this Agreement. Neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration proceeding. The award of the arbitrator shall include a reasoned opinion.

5. Enforcement of Agreement. If this Agreement is enforced through any legal proceedings, including arbitration, both parties agree that the laws of the State of Connecticut shall

apply and that proper venue for all legal proceedings shall be the Judicial District of Danbury at Danbury, Connecticut.

6. Entire Agreement. All prior understandings, agreements, representations and warranties, oral and written, between the parties are merged in this Agreement. This Agreement completely expresses the agreement of the parties and neither party is relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or cancelled except by a written instrument signed by both parties.

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

Client Signature: _____

Date: _____

Inspector Signature: _____

Date: _____