

Old House INSPECTION COMPANY INC.

55 EAST 73 STREET, NEW YORK NY 10021 • TEL. 212 794-3205 • FAX 212 288 7753

INSPECTION AGREEMENT

PLEASE READ CAREFULLY:

1. **THIS AGREEMENT** is made and entered into by and between **Old House Inspection Co Inc**, referred to as "Inspector", and **CLAUDE SIMON, 'CLIENT(S)'**.
2. The client will pay the sum of \$ 1500 for the inspection and written report OF THE PROPERTY LOCATED AT 307 WEST 71 STREET, NEW YORK, NY. PAYMENT IS EXPECTED EITHER PRIOR TO OR AT THE TIME OF EACH INSPECTION.
3. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property (to include but not necessarily limited to structure, HVAC, plumbing, electrical, windows, drainage, exterior walls, roof structures & roofing) existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. Household appliances will be checked for proper operation in connection with Apartment inspections.
4. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; security and fire protection systems; humidifiers; paint, wallpaper and other **treatments** to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; heating systems accessories; solar heating systems; sprinkling systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae, lightning arrestors, trees or plants; governing codes, ordinances, statutes and covenants and manufacturer specifications. Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.
5. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.
6. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
7. The parties understand and agree that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement is done without giving the Inspector the required notice, the Inspector will have no liability to the Client. **The client further agrees that the Inspector is liable only up to the cost of the inspection.**
8. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards included in the report or State law. Furthermore, any legal action must be brought within two (2) years from the date of the inspection or will be deemed waived and forever barred.

9. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
10. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.
11. "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." And
12. "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."

CLIENT HAS READ THIS ENTIRE AGREEMENT AND ACCEPTS AND UNDERSTANDS THIS AGREEMENT AS HEREBY ACKNOWLEDGED:

Client's Signature: _____ Date: _____

Street Address: _____ Client
Present: Yes No

Agent's Name: _____ Agent
Present: Yes No

Inspector's Signature: __Hal Einhorn