



www.KahnHomeInspectors.com

845-445-8234

INSPECTION AGREEMENT CONTRACT

This is a legally binding contract and contains an arbitration clause.

PLEASE READ CAREFULLY!

Date: _____

Name: _____ Email: _____ Tel #: _____

Property Address: _____ Total Inspection Fee: _____

This **Inspection Agreement** contains the terms and conditions of your (the Client) contract with Kahn Home Inspections (the company) for an inspection of the Property at the above address.

This Inspection Agreement contains limitations on the scope of the inspection remedies and liability. Please read it carefully. By signing below, the client represents and warrants that the client has secured all approvals necessary for the company to conduct the Inspection of the Property. The client also warrants they will read the entire Inspection Report when received and shall promptly call with any questions or concerns the client may have regarding the inspection or inspection report. This inspection is being performed for the exclusive use and benefit of the client, and the inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission from the company.

I (the Client) permit the following parties to receive information and the written report pertaining to the above mentioned property:

CLIENT INITIALS: _____

1. INSPECTION AND DUTIES:

Kahn Home Inspectors agrees to perform a limited visual inspection of the systems and components included in the inspection as they exist at the time of the inspection for which the client agrees to pay a fee. The inspection will be performed in accordance with the Standards of Practice of New York State (available upon request) and is limited by the limitations exceptions and exclusions so stated in the Standards of Practice and this agreement. The client agrees that if the company recommends further evaluation of a condition noted in the inspection report, you will do so before the end of any inspection contingency and prior to closing.

2. DISCLAIMER OR WARRANTY:

The Client understands that the inspection and inspection report do not, in any way, constitute a/an 1) guarantee, 2) warrant of merchantability or fitness for a particular purpose, 3) express or implied warranty, 4) insurance policy. Additionally, neither the inspection nor inspection report are substitutes for any real estate transfer disclosures which may be required by law.

3. NOTICE AND STATUTE OF LIMITATIONS:

The client agrees that any claims for negligence, breach of contract or otherwise, be made in writing and reported to Kahn Home Inspectors within ten (10) business days of discovery. The client further agrees to allow the Inspector the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions, before the client or client's agents employees or independent contractors' repairs, replaces alters or modifies the claimed discrepancy. The client understands and agrees that any failure to notify the inspector as stated above shall constitute a waiver of any and all claims the client may have against the inspector. And any legal action must be brought within six months from the date of the inspection, failure to bring said action within six months of the date of the inspection is a full and complete waiver of any rights, actions or causes of actions that may have surfaced therefore, time is expressly of essence herein. This time period may be shorter than otherwise provided for by law.

4. LIQUIDATED DAMAGES – LIMITED LIABILITY CLAUSE:

Due to the nature of the services we are providing, it is difficult to foresee or determine (at the time this agreement is formed) potential damages in the event of negligence or breach of this agreement by us. Thus, if we fail to perform the services and/or preparing the report, our liability for any and all claims related thereto is limited to the fee paid for the services (unless contrary to state law,) and you release us from any and all additional liability, whether based on contract, tort, or any other legal theory. There will be no recovery for other damages. You understand that the performance of the services without this limitation of liability would be more technically exhaustive, likely require specialties and would cost substantially more than the fee paid for this limited inspection. **You understand that you are free to consult with another professional if you do not agree to this provision.**

CLIENT'S SIGNATURE: _____

5. ENVIROMENTAL AND HEALTH ISSUES:

The client specifically acknowledges that a property inspection is not an environmental survey and is not intended to detect identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water or surface: radon, lead, urea formaldehyde,

mold, mildew, fungus, odors, noise, toxins, proximity to toxic waste sites, carbon monoxide. You agree to hold the company and inspector harmless for any injury, health risk or damage caused or contributed to these conditions.

6. **LIMITATIONS, EXCEPTIONS AND EXCLUSIONS:**

The inspection only includes those systems and components expressly and specifically identified in the inspection report. The inspection, exceptions and exclusions in the standards of practice are incorporated herein. In addition, any area which is not exposed to view, concealed or inaccessible because of soil, walls floors, carpets, ceilings, furnishings, storage or any other fashion is excluded. The inspection does not include any destructive testing or dismantling. The following systems and components and areas are among those **NOT** included in the inspection or inspection report:

- Latent or concealed defects, compliance with code or zoning ordinances or permit research or system or components installation or recalls.
- Structural, geological, soil, wave action or hydrological stability, survey, engineering analysis or testing.
- Termites or other wood destroying insects and or organisms, rodents or other pests, dry-rot fungus or damage from or relation to the preceding.
- Private water, sewage system water softeners or purifiers radiant heat systems or solar heating systems.
- Pools spas hot tubs, saunas, steam baths, fountains, or other types of or related systems and components.
- Repair cost estimates or building value appraisal.
- Thermostatic or time clock controls radio controlled devices automatic gates or elevators, lifts, dumbwaiters.
- Free standing appliances and gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks. Furnace heat exchangers.
- Seismic safety, security or fire safety systems or security bars and/or safety equipment.
- Any adverse condition that may affect the desirability of the property including but not limited to proximity to railroad tracks, airplane routes, highways, boundaries, easements or rights of way, adjoining properties or neighborhoods.
- Unique/technically complex systems or components, life expectancy or adequacy or efficiency of any system or component.

GOVERNING LAW AND SEVERABILITY:

This agreement shall be governed by New York State Law. If any portion of this agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

7. **RECEIPT OF REPORT:**

Kahn Home Inspectors agreement to perform the inspection is contingent on the client's agreement to the provisions, terms, conditions and limitations of this agreement. If this agreement is not signed by the client prior to or at the time the written inspection report is provided to the client, and client objects to any of the terms of this agreement, the client is required to return the written inspection report to the company within seven (7) days and any fee that has been paid will be refunded. Failure to return the written inspection report and payment of fee shall constitute the full acceptance of all the terms of this agreement by the client.

8. **MEDIA DISCLOSURE:**

The photos and all other media gathered by the inspector during the inspection belongs to Kahn Home Inspectors and will not be given to the client in any shape or form, excluding those pictures used in the written report.

9. **OTHER SERVICES:**

It is understood and agreed to by the parties hereto that all the provisions, limitations, exceptions, and exclusions of this agreement shall apply to optional services entered into by the parties.

10. **ENTIRE AGREEMENT, MODIFICATION AND 3RD PARTIES:**

This agreement represents the entire agreement between the parties. No oral agreements, understanding or representations shall change, modify or amend any part of this agreement. No change/modification shall be enforceable against any party unless such changes/modification is in writing and signed by both parties and supported by valid consideration. This agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assign and representatives of any kind whatsoever.

11. **DISPUTE RESOLUTION – ARBITRATION CLAUSE:**

Any disputes, controversy, interpretation or claims including claims for but not limited to breach of contract, any form of negligence, fraud or misrepresenting or any other theory of liability arising out of, from or related to this contract or arising out of from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes Of Construction Arbitration Services, Inc. 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.

CLIENT INITIALS: _____

I have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed above.

Dated: _____ Signature of Client: _____

(One signature binds all)

Dated: _____ Kahn Home Inspectors: _____