AGREEMENT FOR INSPECTION SERVICES – PLEASE READ CAREFULLY

Address of Building(s) Inspected__ City/town_____State_NY___Zip____
Date of Inspection__ Inspection Fee $.____Outdoor Temperature___Weather____

The Agreement made this day of the inspection by and between AMERICAN ENVIROCHECK INC. (hereafter called the COMPANY) and___(hereafter called the CLIENT) PLEASE READ CAREFULLY. "Home inspectors are licensed by the NYS Department of State. Home Inspectors may only report on readily accessible and observed conditions as outlined in the standards of practice. Home inspectors are not permitted to make any statements or comments concerning the adequacy or soundness of the home, its structure or systems and are not permitted to provide engineering or architectural services." THE PARTIES AGREE AS FOLLOWS:

1. COMPANY agrees to perform a visual inspection of the subject building(s) and to provide CLIENT with a written inspection report identifying the major deficiencies. This inspection will be of readily accessible areas of the building and is limited to visual observations of apparent condition existing at the time of the inspection only. The inspection only includes items and systems expressly and specifically identified as follows:Drainage-Foundation-Electrical-Plumbing-Interior-Materials of construction-Attic-Central air conditioning-Heating-Crawlspace/basement-Fireplace(s)-Exterior-Roof-Insulation-Appliances
2. The inspection and report will be performed in a manner consistent with the standards of The American Society of Home Inspectors and The National Association of Home Inspectors. The inspection is completed on site and all information will be conveyed to you or your representative at that time. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of CLIENT. COMPANY accepts no responsibility for use or misinterpretations by third parties. The inspection includes a checklist and verbal consultation. Access to our website, www.americanenvirocheck.com is available and advisable. This contract and inspection are subject to the limitations noted in the report and the exclusions noted in the above standards.
3. The cost estimates quoted in this report are estimates based upon the inspectors' judgment or a range of prices available in the area. Individual bids from contractors can vary substantially from these ranges, depending on the quality of work, materials and the contractors submitting the bids.
4. Items and systems not included in the inspection are as follows:
Underground utilities, wells and springs, solar systems, personal property, sprinkler systems, recreational appliances, thermostats or timers are not checked for accuracy or calibration, air conditioners cannot be safely checked when the outside temperature has been below 60 degrees within 24 hours, playground equipment, tennis courts, security systems, cosmetic items, central vacuum, pools, elevators, septic tanks, drain fields, water softeners, cesspools, sidewalks, driveways, detached buildings
5. Some Items are checked by a sample as expressly and specifically identified in the inspection report. Pressure gauges are not used to check air conditioners. Garbage disposers are checked for operation only. Only the dishwashers' ability to fill and drain properly is checked.
6. The inspector is not required to move personal property, debris, furniture, equipment, and carpeting or like materials which may impede access or limit visibility. Major deficiencies and defects which are latent or concealed are excluded from the inspection. The inspection is not intended to be technically exhaustive. Equipment and systems will not be dismantled.
7. The inspection report is not a compliance inspection for past or present governmental codes or regulations of any kind. COMPANY may indicate an items' or systems' estimated life expectancy but such estimates are general and actual performance may vary widely.
8. The inspection and report do not address and are not intended to address the possible presence of or danger from asbestos, mold, radon gas, lead paint, rodents, vermin, termites and other wood destroying organisms, urea formaldehyde, toxic or flammable chemicals, water or airborne related illnesses or disease, and all other similar or potentially harmful substances. The Client is urged to contract separately if information, identification or testing for the above is desired.
9. THIS INSPECTION IS NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. THE INSPECTION AND REPORT ARE NOT INTENDENDED TO REFLECT THE VALUE OF THE PREMISES, NOT TO MAKE ANY REPRESENTATION AS TO THE ADVISABILITY OR INADISABILITY OF PURCHASE OR THE SUITABILITY FOR USE.
10. The inspection/report is not a certification of any kind. Company shall not be construed as insuring against any defects or deficiencies not contained in the inspection report and subsequently discovered by the client. This inspection is not an insurance policy.
11 The parties agree that the maximum liability for COMPANY, its employees and agents, is limited to an amount not to exceed the fee paid for the inspection service. COMPANY will not be held liable for any claims if repairs, replacements are made or money is spent without notifying the company in writing so it can re-inspect.
12. The client is immediately to put in writing to company problems with the service. Communications must be consistent in that the party originally accompanying the inspector will be the party resolving the problem.
13. Any controversy or claim arising out of or related to this contract, or any breach thereof, shall be settled by arbitration in accordance with the rules of The American Arbitration Association, and judgment upon award rendered by the arbitrators may be entered in any court having jurisdiction. Disputes settled without favor to the client will mandate a payment of re-inspection time, fees, including but not limited to reasonable attorney's fees and arbitration costs.
14. Payment is due at time of inspection. There will be a $30 charge if any form of payment is subsequently dishonored. All legal and time expenses incurred in collecting due payments, returned checks, or unaccepted credit and payments will be paid by the client. Any fee not paid within 30 days of the inspection will have a service charge of 1.5% monthly or 18% per annum added to the inspection fee.
15 The items contained in this report are based on our opinion on this day. This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. The Agreement shall be binding upon and enforceable by the parties, and their heirs, executors, administrators, successors and assigns.
16. This inspector is not qualified to detect the presence of Chinese Drywall. Accordingly the issue of Chinese Drywall (and its potential problems) is beyond the scope of the inspection report.
17. "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."

THE ABOVE IS UNDERSTOOD AND AGREED TO, AND IS ONLY TO BE USED IN ITS ENTIRETY, WHETHER SIGNED OR NOT, AS THE REPORT IS ISSUED ONLY UNDER THESE CONDITIONS. OUR WEBSITE PROVIDES MORE INFORMATION TO SUPPORT THIS REPORT.

American Envirocheck Inc.,_____,President NYS Home Inspector License 1600001028
CLIENT_____ NYSDEC Termite Certification C3325509
ASHI Certified Inspector # 243896

It is OK to share information with: Selling Realtor____, Listing Realtor_____, Buyers Attorney ____,Sellers Attorney____ ,Seller_____, Mortgage officer_____, Insurance Agent._____, all except Mortgage officer and insurance agent_____.