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Metro Home & Property Inspections  
Home Inspector Lic. #: 753689



## INSPECTION AGREEMENT

The address of the property being inspected is \_\_\_\_\_.

Inspection Fee: \_\_\_\_\_ You have paid us a deposit of \$ \_\_\_\_\_ Termite Inspection Fee: \_\_\_\_\_

Radon Test: \_\_\_\_\_ Yes \_\_\_\_\_ NO (Initial One) Radon Test Fee: \_\_\_\_\_ Termite Inspection: \_\_\_\_\_ Yes \_\_\_\_\_ NO

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Metro Home & Property Inspections (hereinafter "INSPECTOR") and the undersigned ("Client"), collectively referred to herein as "the parties." The parties understand and voluntarily agree as follows:

### SCOPE OF INSPECTION

The purpose of the inspection is to report the general condition of the home and identify and disclose major defects and deficiencies of the inspected symptoms and components which existed at the time of the inspection and which are evident to the inspection upon ordinary visual observation. Minor and cosmetic defects may be listed in the report for maintenance purposes but it is not the intent, nor will the inspection identify and list all minor and cosmetic defects.

The inspection is intended to evaluate systems and components of the primary premises. Included with the inspection is the evaluation of primary attached garages/carports/decks/porches/patios. The inspection does not include evaluation of detached garages/carports/patios/decks/pools or other structures unless explicitly specified.

The client is encouraged to accompany the inspector during the inspection. Client participation shall be at the client's risk for personal injury or damage to person or property for any reason or from any cause. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the client(s). The inspection report is not transferable. Systems and components to be inspected include: exposed and visual foundations and structures, exteriors, roofing, plumbing, electrical, attic, interiors, bathrooms and kitchen, basement and crawlspaces, heating and central air conditioning, and garage or carport. INSPECTOR is not required to climb on the roof.

### LIMITS OF THE INSPECTION

The inspection is limited to the readily accessible and visible systems, equipment and components of the home. The INSPECTOR will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions. The inspection will not include destructive testing of any kind.

### GENERAL EXCLUSIONS

The following conditions are NOT within the scope of the inspection:

Water or air quality, presence of toxic or carcinogenic matter emitted from the ground, building materials, in water or air supply or from the operation of any equipment. Items that are obstructed, inaccessible or not in plain view, mold or mold type, animal or insect infestations.

Examples of the conditions excluded above include the presence or absence of environmental hazards, asbestos, lead pipes, lead paint, lead solder, radon, urea formaldehyde insulation, toxic wastes, polluted water, mold, or termite/pest infestation. It is the responsibility of the client to conduct further inspection by qualified consultants to disclose the presence of these contaminants and the means of remediation.

You acknowledge and agree that this inspection and the inspection report and findings are limited in nature and scope, and that the following are outside the scope of the inspection, therefore they cannot be accurately assessed by the inspector during a limited inspection: appliances. Ancillary

electrical systems (including TV, Cable Systems and antennas, intercom systems, lighting protection systems, playground equipment, swimming pools, hot tubs/spas, free standing heating stoves, humidifiers, air purifiers, solar systems, water softeners and filters, wells, septic systems, latent defects, adequacy of system designs, zoning or building code compliance, heating cables, fire escapes, elevator components and shafts, air quality analysis, concealed wiring, door opening and doorbell systems, fire alarm systems, security systems, telephone systems). Basic operational testing of built in kitchen appliances is performed (dishwasher/oven/range/microwave/garbage disposal). No determination beyond basic operation is made regarding the performance or service life of appliances.

THE INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY that the items inspected are defect-free, or that concealed defects do not or will not exist. Problems may exist even though signs of such may not be present during the inspection. No representation is made as to how long any equipment will continue to function.

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained for report. The report is only supplementary to the seller's disclosure.
2. Unless otherwise indicated below, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.
3. The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use of misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. INSPECTOR'S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them. Therefore, the scope of the inspection to be performed pursuant to the Agreement does not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.
4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR's negligence or breach of any obligation under this Agreement, including errors and omission in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. The parties acknowledge that the liquidated damages are not intended as penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.
6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.
7. The parties agree that any litigation arising out of this agreement shall be filed only in the court having jurisdiction in the county in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR defending said claims.
8. If any court declares any provision of this agreement invalid, the remaining provisions will remain in effect. This agreement represents the entire agreement between the parties. All prior communications are merged into this agreement, and there are no terms or conditions set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced in writing and signed by INSPECTOR. No change shall be enforceable against any party unless it is in writing and signed by the parties. This agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. Payment of the fee to the INSPECTOR (less any deposit noted above) is due prior to the start of the on-site inspection.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

\_\_\_\_\_  
CLIENT DATE

\_\_\_\_\_  
CLIENT DATE

\_\_\_\_\_  
INSPECTOR DATE