

Beatty Home Inspection, Inc.

Inspection Contract

Port Chester NY, 10573
Phone: 914-481-2838
Fax: 708-778-8515
Email: beatty142@gmail.com

Client:
Inspection Address: , NY
Inspector: Matt Beatty, License #16000058873
Agent:
Date: 3/9/2014 **Inspection Fee:**

Beatty Home Inspection, Inc.
Pre-Inspection Agreement

THIS AGREEMENT CONTAINS A LIMITATION OF LIABILITY ON THE PART OF THE HOME INSPECTION COMPANY AND THE HOME INSPECTOR. PLEASE READ IT CAREFULLY. THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. IF YOU DO NOT FULLY UNDERSTAND IT, SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING.

Beatty Home Inspection, Inc., (including its employees, subcontractors, agents, and inspectors), hereinafter referred to as "Beatty Home Inspection, Inc." will perform a one time visual inspection in accordance with the Home Inspection Laws of the State of New York, i.e the STANDARDS OF PRACTICE and CODE OF ETHICS copies of which are available on the NYS Department of State website www.dos.state.ny.us . 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. Prior hereto, there has been no agreement between the parties other than that a Beatty Home Inspection, Inc. Inspector would meet Client at the premises to possibly enter into this agreement. All prior agreements, both real and imagined, both oral and written, are merged into this pre-inspection agreement and it alone sets forth all the terms and conditions of the agreement between the parties. No Client changes are valid unless approved in a separate writing, signed by an officer of Beatty Home Inspection, Inc.. If the Report is sent to Client over the internet, Beatty Home Inspection, Inc. assumes no liability if Client is unable to download or view the electronic version of the Report.

The written report will include the following only: structural condition, electrical system, plumbing, water heater, heating system, air conditioning system, condition of major systems, general interior including ceilings, walls, floors, windows, insulation, and attic ventilation; general exterior including roof, gutter system, chimney, drainage, and grading. It is understood and agreed that this inspection will only be of readily accessible areas of the dwelling and is limited to visual observations of apparent conditions existing at the time of the inspection. Client acknowledges that the Report is not to be considered a substitute for a seller's Property Condition Disclosure Statement.

The Inspector is not required to: move furniture, personal goods or equipment that may impede access or limit visibility. The Inspector is not required to evaluate or inspect the following: intercoms, security systems, fences, timers, backflow preventers, water conditioning equipment, cosmetic items, swimming pools, hot tubs, whirlpools, jacuzzis (and ancillary components), wells, cesspools, security, telephone, wiring circuit logic and switch locations, music and computer systems, central vacuum systems, water softeners, sprinkler systems, sheds, or other "out-buildings", fire and safety equipment and the presence/absence of rodents, termites, or other insects. Design problems and adequacies are not within the scope of the inspection. The Inspector will not determine the operational capacity, quality or suitability for a particular use of the items inspected.

The inspection does not determine compliance or noncompliance with manufacturer's specifications; past or present. Soil conditions, geological stability, engineering analysis are beyond the scope and purpose of this inspection and are not included in this report. This is not a compliance inspection or

certification for past or present governmental codes, rules or regulations of any kind. NO search or check of municipal records or property boundaries (land survey) is included. Latent, hidden and concealed defects and deficiencies are excluded from the inspection and report. The inspection and report do not address and are not intended to address the presence or danger from any potential harmful substances and environmental hazards including but not limited to radon gas, carbon monoxide, lead, lead paint, asbestos, Chinese drywall, sound proofing, buried fuel storage tanks, urea formaldehyde, various molds and spores, water quality, toxic or flammable chemicals or gases and water and airborne hazards. The inspector is not required to climb on the roof, enter crawl spaces or attics where the ceiling height is less than 4 feet, lacks flooring, or otherwise inaccessible, and does not perform invasive procedures: equipment, items and systems will not be dismantled. Areas above ceilings are inaccessible, including dropped ceilings. The inspector only uses normal operating devices and performs no destructive or disruptive testing procedures.

NOT A WARRANTY The parties agree that Beatty Home Inspection, Inc. and its employees and agents, assume no liability or responsibility for the cost of repairing or replacing any reported or unreported defects of 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 TO BE A GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM, OR SYSTEM. BEATTY HOME INSPECTION, INC. IS NOT AN INSURER OF ANY INSPECTED CONDITIONS.**

DISPUTES: It is specifically agreed that no lawsuit or other type of claim of any kind arising out of or in any way relating to this AGREEMENT, the inspection or the Report shall be made unless each of the following conditions is satisfied first, in order: Written notice of the claim must be given to Beatty Home Inspection, Inc. on or before the 10th day after the date of discovery of a claimed defect or the date said claimed defect should have been discovered. The notice shall: (a) describe the claim including what Client believes Beatty Home Inspection, Inc. did or failed to do; (b) state why Client believes Beatty Home Inspection, Inc. is responsible; (c) state what Client believes Beatty Home Inspection, Inc. should do about it and; (d) offer to allow Beatty Home Inspection, Inc. to re-inspect as required in the following paragraph. Notice shall be sent by Certified mail, RRR to Beatty Home Inspection, Inc. at 15 Mitchell Place, Port Chester, NY 10573.

RIGHT TO RE-INSPECT: If Client believes Beatty Home Inspection, Inc. made a mistake, before making any repairs or alterations relating to the alleged mistake, Client shall notify Beatty Home Inspection, Inc. and provide Beatty Home Inspection, Inc. a reasonable opportunity to inspect the portion of the property relating to the alleged mistake. Failure to notify Beatty Home Inspection, Inc. and allow an inspection shall bar any claims being made.

LAWSUIT: Any lawsuit or other type of claim must be filed within ONE YEAR OF THE DATE OF THIS AGREEMENT. Venue of any lawsuit brought by either party must be brought in the Supreme Court or local District Courts of the County of Westchester, Putnam, or Rockland, State of New York, without a jury, including counterclaims and third party claims. Client agrees that if Beatty Home Inspection, Inc. is ever subpoenaed to appear in a court action or arbitration matter (hereinafter "Hearing") because of Beatty Home Inspection, Inc.'s inspection of the building identified above and/or any of its components or other portions of the premises where it is located, that Client will either reimburse Beatty Home Inspection, Inc. for attending said Hearing at the rate of \$200.00 per hour, including travel time, or obtain a court order quashing said subpoena, "all at Client's sole cost and expense."

LIMITATION OF INSPECTORS LIABILITY: The purpose of this provision is to limit the amount of money damages that Client may claim and recover from Beatty Home Inspection, Inc.. The maximum amount of money that Client may claim and recover is hereby limited to the fee paid by Client to Beatty Home Inspection, Inc. under this Agreement.

This limitation applies to every type of claim or cause of action arising out of or in any way related to this agreement, the inspection or report, including but not limited to claims for damages, costs,

expenses, demands, controversies, actions, debts, compensation, or causes of action of whatever nature or character, whether based on a tort, contract, extra contractual duty, malfeasance, misfeasance or other theory of recovery, including, but not limited to, claims for breach of contract (actual or implied), negligence, malfeasance, misfeasance and any and all other extra contractual duties, for all actual damages, all exemplary and punitive damages, and property damage which the Client may have concerning any such breach of contract, negligence, or negligent misrepresentation claims alleged to have occurred by the action or inaction of Beatty Home Inspection, Inc. or any of its employees or Inspector. This limitation does not apply to any claim for vexatious litigation or similar type of claim by Beatty Home Inspection, Inc. against Client or Client's lawyer. Client agrees to pay Beatty Home Inspection, Inc.'s reasonable legal fees in any action where Beatty Home Inspection, Inc. substantially prevails in any court of law and/or where this agreement and its limitation of liability clause is held to be valid. **Client's Initials** _____.

Client agrees that this agreement may be executed by facsimile which shall constitute an original. It is also understood and agreed that an acceptance of the terms and conditions contained herein by Client shall be just as binding if made electronically by computer or over the internet. The person who signs this agreement represents that they have the full authority to sign on behalf of all named Clients. If any named Client denies the authority to sign, the person signing agrees to hold Beatty Home Inspection, Inc. harmless for all costs, expenses and damages, including judgments that may be entered against Beatty Home Inspection, Inc. and its reasonable legal fees, if Beatty Home Inspection, Inc. incurs same as a result of said denial of authority. In the event any provision of this agreement is determined to be invalid or unenforceable, the other provisions shall remain valid and enforceable and in full force and effect. The report is intended for the use of the above named Client only and no other person or entity may rely on the report for any reason. 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 agrees to hold harmless and indemnify Beatty Home Inspection, Inc. for losses, fees and costs incurred as a result of any third party action that may include Beatty Home Inspection, Inc. relative to the report. Furthermore, any third party reviewing this report for any reason shall be bound by the terms and conditions of this Inspection Agreement which is an integral part of the report. Client understands and agrees that by law he/she must sign this Agreement and this agreement will form a part of the inspection report and acceptance of the inspection report by Client and payment thereof will constitute acceptance of the terms and conditions of this agreement. If Client does not agree to the terms hereof, Client may obtain a full refund of the fee if written notice is sent to Beatty Home Inspection, Inc. prior to the inspection Report being sent out and if Client executes a general release in favor of Beatty Home Inspection, Inc. and its officers, employees and shareholders.

Signed By: CLIENT (OR AUTHORIZED PERSON)

Date

Signed By: MATT BEATTY
BEATTY HOME INSPECTION, INC.

Date