

421 Home Inspection, LLC
Richard F. Anguish – Licensed Home Inspector
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Property to be Inspected: _____

Client Name: _____

Fee for the Home Inspection: \$ _____. INSPECTOR acknowledges receipt of \$ _____ as a down payment from the above referenced CLIENT.

This Agreement, made this _____ day of _____, 20_____, by and between 421 Home Inspection, LLC (INSPECTOR) and _____ (CLIENT)

421 Home Inspection, LLC (hereinafter “INSPECTOR”) and _____ (hereinafter “CLIENT”), collectively referred to hereinafter as “the Parties.” The Parties understand and voluntarily agree as follows:

1. To INSPECTOR – gain visual or physical entry to all accessible areas of the home, in accordance with the Standards of Practice, to perform a visual and non-invasive inspection of the above referenced home/building. The inspector will provide the CLIENT with a written inspection report identifying the defects that the INSPECTOR observed and deemed material. The 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 inconsistent with this Agreement or not possible, the INSPECTOR agrees to perform this inspection in accordance with the current Standards of Practice as outlined by the New York State Department of State, Title 19 NYCRR subpart 197-5. The Standards of Practice outline the scope of the inspection to be performed. The inspection is not intended to be technically exhaustive and does not address concerns deemed cosmetic in nature. The inspection is performed to discover and report on major deficiencies that impact the safety, operation, and condition of systems or components.

3. The inspection and report are performed and prepared for the use of the CLIENT, who give the INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. The INSPECTOR accepts no responsibility for use or misinterpretation by third parties. Inspection of the property, by the INSPECTOR, and the accompanying report prepared by him, are in no way intended to be a guarantee or warranty, expressed or implied, regarding the future use, operability, habitability, or suitability of the home, building, systems, or its components. Any and all warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this AGREEMENT and unexpected repairs may still be required.

4. The INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. The CLIENT acknowledges that the liability of the INSPECTOR, his agents, or employees, for claims or damages, cost of defense or suit, attorney’s fees, expenses, and payments arising out of or related to the INSPECTOR’s negligence or breach of any obligation under this AGREEMENT, including errors and omissions in the inspection and associated report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR and this liability shall be exclusive. The CLIENT agrees that the INSPECTOR’s liability is limited to the 2 inspection fee.

5. LIMITATIONS: The 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 may inform the CLIENT that he is licensed, and is therefore qualified to go beyond this basic home inspection, and for an additional fee,

perform additional inspections beyond those within the scope of the basic home inspection. The inspection is non-destructive and no dismantling or disassembly is performed. Finished surfaces are not removed. The inspection is limited to evidence readily discoverable and NOT concealed or disguised. The INSPECTOR is not required to perform any act that may be injurious to himself or others. Any system or area deemed unsafe shall not be operated or entered. The INSPECTOR will not walk on roofs. Roofing shall be observed from the ground or eaves or other means deemed appropriate at the time of the inspection. Analysis of environmental conditions beyond radon and water sampling are not included as part of this inspection. Evidence of mold, indoor air quality, asbestos materials, lead paint and solder, and oil tank contaminants are not part of this inspection.

6. In the event of a claim against the INSPECTOR, the CLIENT agrees to supply the INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release the INSPECTOR and his agents from any and all obligations or liability of any kind. All claims shall be made no later than 6 months upon the completion date of the inspection. The INSPECTOR must be given the opportunity to review the claim prior to any corrective action.

7. Claims, disputes, controversies arising, for any matter, from the inspection or the inspection report shall first be submitted to non-binding arbitration followed by final and binding arbitration for the purposes of resolution. The INSPECTOR reserves the right to determine the resolution service to be used. The CLIENT may, upon consent of the INSPECTOR, use another dispute resolution provider. Thereafter 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 his principle place of business. In the event the CLIENT fails to prove any adverse claims against the INSPECTOR in a court of law, the CLIENT agrees to pay all legal costs, expenses, and fees incurred by the INSPECTOR in defending said claims.

8. If any court declares any provision of this AGREEMENT invalid or unenforceable, the remaining AGREEMENT represents the entire agreement between the parties. All prior communications are merged into this AGREEMENT, and there are no terms or conditions other than those set forth herein. No statement or promise of the INSPECTOR or his agents shall be binding unless reduced to writing and signed by the INSPECTOR. No change or modification shall be enforceable by the parties and their heirs, executors, administrators, successors, and assignees. The CLIENT shall have no cause of action against the INSPECTOR after one year from the date of the inspection.

9. Payment of the fee to the INSPECTOR (less any deposit as noted above) is due upon completion of the on-site inspection and prior to the issuance of the associated home inspection report. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If the CLIENT is a corporation, LLC, or similar entity, the person signing this AGREEMENT on behalf of such entity does personally guarantee payment of the fee by the entity.

421 HOME INSPECTION, LLC AGREES TO THE FOREGOING.

Richard F. Anguish

Signature: 

Date: _____

THE CLIENT HAS CAREFULLY READ THE FORGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Signature: _____ Date: _____

Signature: _____ Date: _____