

# SAFE HARBOR INSPECTIONS 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.

CUSTOMER \_\_\_\_\_ Inspection Date \_\_\_\_\_  
Inspection Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Inspection Fee \$ \_\_\_\_\_ Email Address \_\_\_\_\_ Phone: \_\_\_\_\_  
Inspector's name: \_\_\_\_\_, NYS Home Inspection License #: \_\_\_\_\_

Safe Harbor Inspections Inc., (including its employees, subcontractors, agents, and inspectors), hereinafter referred to as "COMPANY" 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](http://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 COMPANY Inspector would meet CUSTOMER 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 CUSTOMER changes are valid unless approved in a separate writing, signed by an officer of the COMPANY. If the Report is sent to CUSTOMER over the internet, COMPANY assumes no liability if CUSTOMER 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, 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. CUSTOMER 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/sewer pipes, the presence/absence of rodents or insects, security, telephone, wiring circuit logic and switch locations, music and computer systems, central vacuum systems, water softeners, radiant heat systems, internal component heat exchangers, thermostatic or time-clock controls, fire and smoke detectors, sprinkler systems, sheds, or other "out-buildings", fire and safety equipment. 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 or above ground 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. Kitchen and laundry appliances are not in the scope of the inspection.

**NOT A WARRANTY** The parties agree that COMPANY and its employees and agents, assume no liability or responsibility for the cost of repairing or replacing any reported or unreported defects or 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. COMPANY 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 the COMPANY on or before the 10<sup>th</sup> 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 the CUSTOMER believes COMPANY did or failed to do; (b) state why CUSTOMER believes the COMPANY is responsible; (c) state what CUSTOMER believes COMPANY should do about it and; (d) offer to allow COMPANY to re-inspect as required in the following paragraph. Notice shall be sent by Certified mail, RRR to the COMPANY at **PO Box 623, Huntington, NY 11743**

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

Any dispute, controversy, interpretation or claim you think you have against the Company, including claims for, but not limited to, claims for breach of contract, any form of negligence, fraud, or misinterpretation 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 first to a Non-Binding Mediation conference as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. Utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for our consideration.

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

**LIMITATION OF INSPECTORS LIABILITY:** The purpose of this provision is to limit the amount of money damages that CUSTOMER may claim and recover from COMPANY. The maximum amount of money that CUSTOMER may claim and recover is hereby limited to the fee paid by CUSTOMER to the COMPANY 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 Customer may have concerning any such breach of contract, negligence, or negligent misrepresentation claims alleged to have occurred by the action or inaction of the COMPANY or any of its employees or Inspector. This limitation does not apply to any claim for vexatious litigation or similar type of claim by COMPANY against CUSTOMER or CUSTOMER'S lawyer. CUSTOMER agrees to pay COMPANY'S reasonable legal fees in any action where the COMPANY substantially prevails in any court of law and/or where this agreement and its limitation of liability clause is held to be valid.

CUSTOMERS Initials \_\_\_\_\_.

CUSTOMER 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 the CUSTOMER 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 CUSTOMERS. If any named CUSTOMER denies the authority to sign, the person signing agrees to hold the Company harmless for all costs, expenses and damages, including judgments that may be entered against COMPANY and its reasonable legal fees, if COMPANY 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 customer 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. It is agreed that buyer's agent will receive a copy of the inspection report. CUSTOMER agrees to hold harmless and indemnify COMPANY for losses, fees and costs incurred as a result of any third party action that may include COMPANY 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. CUSTOMER 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 CUSTOMER and payment thereof will constitute acceptance of the terms and conditions of this agreement. If CUSTOMER does not agree to the terms hereof, CUSTOMER may obtain a full refund of the fee if written notice is sent to the COMPANY prior to the inspection Report being sent out and if CUSTOMER executes a general release in favor of the COMPANY and its officers, employees and shareholders.

**TECHNICALLY EXHAUSTIVE INSPECTION AVAILABLE:** CUSTOMER is advised that there is a technically exhaustive inspection available with a lower liability limit of the visual inspection, and that a fee for this type of inspection could be \$5,000.00 or more, depending on the home. The Company will need to retain other specialists as necessary to prepare a technically exhaustive report. A request in writing for this service must be accompanied by a 50% deposit required to commence this inspection. If you wish this enhanced inspection please notify the inspector prior to the inspection and a new inspection date will be scheduled after an appropriate pre-inspection agreement is entered into.

\_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_ am pm PRESIDENT, SAFE HARBOR INSPECTIONS INC.  
CUSTOMER: I have read this agreement prior to the Inspection, INCLUDING THE LIMITATION OF INSPECTORS LIABILITY ABOVE