

Pre-Inspection Agreement

This is an Agreement between you, the undersigned Client, and C-J Taylor Home Inspections 118 County Route 42, Oswego New York 13126 New York State Licensed Home Inspector; Jerry Taylor License # 16000126350 pertaining to our inspection of the Property at

The terms below govern this Agreement:

The fee for our inspection is \$ _____, payable in full before the set time and date of the appointment.
Additional ancillary tests to be performed but are limited in nature and scope:

- Radon Test or Tests, for the agreed fee of: \$ _____
- Septic Load and Dye Test, for the agreed fee of: \$ _____
- Well Flow Test, for the agreed fee of: \$ _____
- Potable Well Water Lab Test, for the agreed fee of: \$ _____

Additional fees for services \$ _____ Total Amount Due \$ _____

THIS AGREEMENT made this _____ day of _____ year 2023 by and
between Jerry Taylor, (Hereinafter "INSPECTOR")
and _____ (hereinafter "CLIENT")

Clients Email _____ Client's phone _____
Clients Realtor _____

Inspector and Client, understand and agree to the following conditions:

1. **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. 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.**
2. New York State Law Requires that the home inspectors shall discuss the scope of the inspection with the client and only perform services which have been duly authorized by the client. INSPECTOR Agrees to perform a visual non-intrusive inspection of the condition of the home at the time of inspection date of the inspection set forth in this agreement only. And to provide you the CLIENT with a written inspection report identifying defects that the INSPECTOR both observed and deemed material. The inspection report is a professional opinion based on a visual non-intrusive inspection of the accessible components of the home. INSPECTOR shall be the sole owner of the report and all rights to it, a copy of which is given to you the CLIENT. The inspection and report are not an exhaustive technical evaluation; such an evaluation would cost many times more; normally, only a representative number of components are inspected; and many components are hidden from view or not accessible. For these reasons the CLIENT understands that INSPECTOR ASSUMES NO LIABILITY for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future or any other damages and Client waives claim for damages of any kind, so as to enable the INSPECTOR to perform the inspection at the stated fee.

3. Our inspection and report are for your use only. You must give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release C-J Taylor Home Inspections from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and 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. We disclaim all warranties, express or implied, to the fullest extent allowed by law.
4. CLIENT understands that the inspection will be performed in accordance to the Home Inspection Standards of Practice of New York State, (attached to this agreement): These Standards contain certain limitations, exceptions, and exclusions including but not limited to: areas blocked or covered by snow, leaves, furniture, rugs, carpets, appliances or stored items and areas that are not accessible due to crowded closets, attic scuttles covered with loose insulation, or sealed insulation, crawl spaces, hatches or doors that are sealed, screwed, nailed or stuck shut or too small or too low and wet crawl spaces with electrical wiring present are not inspected; water or gas or oil valves that are closed off, switches that are taped over, electrical breakers that are turned off or tripped and access panels that are blocked or have insufficient clearance. Areas that are unsafe to the inspector for any reason or if damage to the property could result are not inspected. Client agrees that it is solely the home inspector's discretion to determine what constitutes an unsafe condition. Additional limitations may be listed in the report itself at time of inspection.
5. In the event of a claim against INSPECTOR, CLIENT agrees to supply the INSPECTOR with each of the following:
 - A. Written notification of adverse conditions within 10 days of discovery.
 - B. Access to the premises.

Client agrees that failure to comply with the above conditions will release INSPECTOR from any and all obligations; Client also agrees that the Inspector's liability is limited to the price paid for the home inspection alone, not to include fees for radon testing or any other ancillary services conducted in addition to the home inspection.
6. INSPECTOR may offer comments, written or verbal, as a courtesy, such as life expectancies and maintenance recommendations, but these comments will not comprise the bargained-for report. The inspection report is only supplementary to the "seller's disclosure", often not available to INSPECTOR. Note: "Often" past tests provided in the seller's disclosure, especially radon tests, are no longer valid or representative of the current conditions in a home or building particularly when changes or modifications have been made to the structure, insulation, or mechanical systems.
7. Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas. We will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of mold, asbestos, lead paint, soil contamination, or other environmental hazards or violations. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.
8. Radon Gas Test Waiver: If CLIENT has chosen not to add a radon test to be conducted along with this inspection, CLIENT understands the potential health risk of radon gas in homes, the US Surgeon

9. General recommends that all homes in the United States be tested for radon regardless of where they are located. Also, past radon tests are no guarantee of current conditions in a home especially if changes have been made to the structure, insulation, air sealing or heating systems in the home
10. We do not perform engineering, architectural, or any other job function requiring an occupational license in the jurisdiction where the property is located. 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, radon gas, carbon monoxide gas and other environmental hazards or violations, For an additional fee, INSPECTOR may perform additional testing or inspections beyond those within the scope of the basic home inspection such as those listed on top of page #1 of this agreement, NOTE these ancillary tests, are limited in nature and scope:
11. In the event that you the CLIENT, fail to prove any adverse claims against the INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.
12. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This agreement includes waivers, limitations and description declared, constitutes 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. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees.
You will have no cause of action against us after one year from the date of the inspection.
13. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.
14. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.
15. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.
- 16. If you would like a large-print version of this Agreement before signing it, you may request one by emailing us.**

I (Client or Client's representative) HAVE READ, UNDERSTOOD AND AGREED TO THE ABOVE, AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

Client or Representative Signature: X. _____ Date _____

Home Inspector Signature: X _____ Date _____

C-J Taylor Home Inspections
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