

TRUSTED HOME INSPECTIONS INSPECTION SERVICE AGREEMENT

This address of the property is: _____.

Fee for the home inspection \$ _____. INSPECTOR acknowledge receiving a deposit of \$ _____ from CLIENT.

THIS AGREEMENT made this _____ day of _____, 201____, by and between

_____ (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. The INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection 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 inconsistent with this Agreement or not possible, INSPECTOR agrees to perform this inspection in accordance to the current Standards of Practices required by New York State. These standards of Practices are posted at http://www.dos.ny.gov/licensing/homeinspect/hispect_ethics.html. Client understands that these standards contain limitations, exception, and exclusions.

3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability, or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

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, employees, for claims or damages, cost of defense or suit, attorney's fees and 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 or report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive.

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 scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing or noted here: _____.

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 the 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 principle place of business. In the event the CLIENT fails to prove any adverse claims against INSPECTOR in court of law, CLIENT agrees to pay all legal costs, expenses and fees of 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 INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable by the parties and their heirs, executors, administrators, successors and assignees CLIENT shall have no cause of action against INSPECTOR after 6 months from the date of the inspection.

9. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site-inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. 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 HAS CAREFULLY READ THE FORGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

FOR INSPECTOR

CLIENT OR REPRESENTATIVE