



Pre Inspection Agreement

Inspection to be performed by:
Finger Lakes Property Inspection
8048 Schwab Hollow Rd.
Wayland, NY 14572

New York Licensed Home Inspector:
Gregory Sterner
License #16000152853
Current License Period: May 5, 2023 to May 4, 2025

Address of the inspection property is:

Fee for the home inspection is \$ _____
Fee(s) for additional tests or services \$ _____
Total Amount Due \$ _____

THIS AGREEMENT made this _____ day of _____, year 20____, by and
between Gregory Sterner, (Hereinafter "INSPECTOR")
and _____ (hereinafter "CLIENT")

Client's e-mail _____
Client's Phone _____
Client's Realtor _____

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

1. 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 inspection of the condition of the home at the time of inspection only, and to provide 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 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 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 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 INSPECTOR to perform the inspection at the stated fee.

2. “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.”; and “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”; In all other cases, home inspectors shall not disclose to a third party the contents of a home inspection report or any observations, deductions, opinions that pertain to a home inspection report without the prior consent of the client or the client’s representative. The INSPECTOR accepts no responsibility for use or misinterpretation of this inspection report, comments or related work, by third parties.”

3. 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.

4. CLIENT understands that the inspection will be performed in accordance to the Home Inspection Standards of Practice of New York State, which can be viewed at: [https://govt.westlaw.com/nycrr/Browse/Home/NewYork/NewYorkCodesRulesandRegulations?guid=I434fb4e01f4011e0897dde28b3469cde&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/nycrr/Browse/Home/NewYork/NewYorkCodesRulesandRegulations?guid=I434fb4e01f4011e0897dde28b3469cde&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)) 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:

- (1) Written notification of adverse conditions within 10 days of discovery;
- (2) Access to the premises;

Client agrees that failure to comply with the above conditions will release INSPECTOR and Inspector's agents 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 testing or services conducted in addition to the home inspection.

6. INSPECTOR'S inspection of the property and the 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. No cause of action or claim shall be taken against INSPECTOR after one year from the date of the inspection.

7. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

8. INSPECTOR does not perform engineering, architectural, plumbing, repairs or any other job function requiring an occupational license during the inspection. 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, except for, in part as listed below; 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 below, but these ancillary tests, all, are limited in nature and scope:

- Radon Test or Tests, for the agreed fee of: _____
- Potable Well Water Lab Test, for the agreed fee of: _____
- Lead Test, for the agreed fee of: _____
- Other test _____, for the agreed fee of: _____

9. 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 General recommends that all homes in the United States be tested for radon regardless of where they are located. Homes in 37 New York counties have been designated as high radon risk areas by the U.S. Environmental Protection Agency (EPA) and the New York

State Health Department, including: Albany, **Allegany**, Broome, Cattaraugus, Cayuga, Chautauqua, **Chemung**, Chenango, Columbia, Cortland, Delaware, Dutchess, Erie, **Genesee**, Greene, Herkimer, Lewis, **Livingston**, Madison, Montgomery, Oneida, Onondaga, **Ontario**, Orange, Otsego, Putnam, Rensselaer, Saratoga, Schenectady, Schoharie, **Schuyler**, **Steuben**, Sullivan, Tioga, Tompkins, Ulster, Washington, **Wayne**, **Wyoming** and **Yates**, however all homes in all counties have the potential for high radon gas. 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. By signing this contract the client or client's representative agrees to pay all inspection fees stated in this agreement for said agreed upon services. Payment is due upon completion of the on-site inspection. The CLIENT agrees to pay all bank fees, legal fees, collection fees and time expenses incurred in collecting due payments for this inspection and any related ancillary testing, reports, lab fees, etc. Report will not be provided until payment in full is received.

11. 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 on pages 1, 3, 6 which 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.

12. 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:

Home Inspector Signature:

Finger Lakes Property Inspection
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