

**Clear Creek
Home Inspection Services
PO Box 565, Collins, NY 14034
716-864-1231
Thomas M. Raymond Owner/Inspector
License # 16000033554
Inspection Agreement**

Client(s) _____ Inspection Date/Time _____

Property _____

THIS AGREEMENT LIMITS MY LIABILITY...PLEASE READ CAREFULLY

In accordance with the Client's request, and in consideration of the terms and limitations of this Agreement, Clear Creek Home Inspection Services shall perform a limited visual inspection of the property listed above in accordance with the Standards of Practice and Code of Ethics as set forth by the State of New York. Copies are available on request.

SCOPE OF INSPECTION

The scope of the Inspection and resulting Report is a limited visual inspection of the readily accessible areas of the building, and the general systems and components of the home. The scope of the Inspection is limited to those items listed within the report.

OUTSIDE THE SCOPE OF THE INSPECTION

Any area which is not visible, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, personal property, or any other thing is not included in this inspection.

The Inspection does not include any destructive testing or dismantling. Client agrees to assume all risk for all conditions which are concealed from view at the time of the Inspection.

Whether or not they are concealed, the following **ARE OUTSIDE THE SCOPE OF THIS INSPECTION:**

Building code or zoning ordinance violations. Geological stability or soils conditions. Structural stability or engineering analysis. Termites, pests or other wood destroying organisms. Asbestos, urea formaldehyde, radon, lead, air or water quality, electromagnetic radiation or any environmental hazards. Building value appraisal or cost estimates. The condition of detached buildings. Pools or spas and underground piping. Private water and/or sewer systems. Saunas, steam baths or fixtures and equipment. Radio controlled devices, automatic gates, elevators, lifts, dumbwaiters, thermostatic and time clock controls. Water softener, purifier, or filtration systems. Solar systems. Furnace heat exchangers, freestanding appliances, security systems, or personal property. The adequacy, efficiency or life expectancy of any component or system. Specific items noted as excluded in the Report. Any item or area the Inspector deems hazardous to inspect or enter. Some of the above may be included in this Inspection as an addendum for an appropriate fee.

THIS INSPECTION AND REPORT ARE NOT A WARRANTY

This is in no way is a guaranty, warranty or insurance of any kind and is not a substitute for real estate transfer disclosures which may be required by law. I assume no liability for the cost of repairing or replacing any unreported defects, either current or arising in the future, or for any property damage, consequential loss, or bodily injury.

LIMITATION ON LIABILITY

Inspector’s liability for mistakes or omissions in this Inspection and Report is limited to a refund of the fee paid for this service, and any addenda thereto. The liability of Inspector’s principles, agents, and employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this Inspection and Report. This liability limitation is binding on the Client and Client’s spouses, heirs, principals, successors, assigns, and anyone else who may otherwise claim through the Client. Client assumes the risk of all losses greater than the fee paid for the Inspection. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims that may ever arise from this Inspection.

SEVERABILITY

In the event that a Court of Competent Jurisdiction determines or declares any portion of this Agreement unenforceable, void or voidable, any and all remaining provisions or portions thereof shall remain in full force and effect.

DISPUTES

Client understands and agrees that any claim for failure to accurately report the visually discernable conditions at the Subject Property, as limited herein, shall be made in writing and reported to the Inspector within ten business days of discovery. Client further agrees that, except in emergency conditions, no alterations, modifications or repairs will be made to the claimed discrepancy prior to re-inspection by the Inspector. Failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said discrepancy.

ATTORNEY’S FEES

The prevailing party in any dispute arising out of this Agreement, Inspection, or Report, shall be awarded all attorney’s fees.

CONFIDENTIAL REPORT

The Inspection and Report are the copyrighted work of Clear Creek Home Inspection Services, and are performed and prepared for the sole, confidential and exclusive use and possession of the Client(s). THE INSPECTION REPORT IS NOT TRANSFERABLE TO A THIRD OR SUBSEQUENT PARTY.

ACKNOWLEDGEMENT

I, the undersigned, have read the preceding “Inspection Agreement” and fully understand and agree to the terms and limitations described. I agree to pay Clear Creek Home Inspection Services the fee described below.

INSPECTION FEE _____ **ADDENDA** 0 **TOTAL FEE** _____
ADDENDA _____

CLIENT SIGNATURE(S) _____ **DATE** _____
_____ **DATE** _____

ADDRESS _____ **EMAIL** _____
_____ **PHONE** _____
_____ **MOBILE / FAX** _____