

COMPASS INSPECTIONS LLC

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NYS Home Inspector #16000081172



Inspection Fee _____ Paid _____
Radon Fee _____ Paid _____

PROPERTY INSPECTION CONTRACT

PLEASE READ THIS AGREEMENT CAREFULLY

This is a legally binding contract superseding all previous communications

Subject Property _____

This Agreement made on the date of _____ between Compass Inspections LLC, herein referred to as
“Inspector” and Client _____, herein referred to as Client, stipulates:

INSPECTION SCOPE

The inspection and report are limited in nature by the terms, exclusions, and limitations as stated in the NYS Standards of Practice and this contract. This inspection and report are limited to the visual inspection of major structural and mechanical systems of readily accessible areas and functioning systems of the subject property as observed at the time of inspection. The report is intended to disclose to the client major defects that could significantly affect the assessment of the home, and is essentially a professional “second opinion or snapshot” of the property as of the date of inspection only. Inspector will use reasonable efforts to document visual observations and make recommendations based on knowledge, experience, and training; but inspector is not responsible or liable for problems that cannot be reasonably discovered in a limited inspection.

The inspector’s primary concern is to use accessible and visible cues, combined with training and experience to discover major and unsafe conditions, so that the client can make his or her own evaluation of the overall condition of the home. The inspector will not report on every minor problem or condition in the building. This is not a warranty, guarantee, engineering survey, or architectural assessment of the property. The inspector is a generalist with limited knowledge across many fields and is not considered to be an expert in any specific field. Items such as, but not limited to, windows and doors, light switches, wall outlets, hardware and locksets are checked on a random sample basis. If a system is shut down, the client should ask the owner to provide written assurance of function.

The inspector does not move personal items, such as furniture, area rugs, wall hangings and coverings, curtains, disturb or probe finished surfaces, insulation, soil, snow, ice, and debris. Any other items that obstruct the visibility of inspected areas and components are also not moved. The inspector does not enter areas that may be dangerous or inaccessible, nor perform any procedure that may damage the property or its components. Components that are shut down or otherwise inoperable are also not operated. No destructive testing shall be performed.

It is strongly recommended that the client attend and participate in the inspection for the valuable exchange of information about the condition of the property and maintaining its value. If for any reason the client is not present at the time of inspection, this agreement will become part of the inspection report and acceptance of the report will constitute the acceptance of the terms and understanding of the above. This home inspection shall not be construed as a compliance inspection of any building codes or regulations. No opinion is given relative to the legality of any building improvements, additions, alterations, or the corrections of the above, including solid fuel burning stove installations and condition.

EXCLUSIONS AND LIMITATIONS

Although the inspector may comment on obvious visual conditions, the following areas and items are not inspected or tested and are excluded from the report; detached out-buildings and structures such as sheds, barns, carports; assurance of dry basements or against roof leaks; repair cost estimates or building appraisals; system or component life expectancy, adequacy,

Exclusions and limitations continued:

or efficiency of systems or components; lead paint; urea formaldehyde; radon gases¹; asbestos; algae; mold; mildew; environmental hazards and defects; odors or noise; hazardous waste; PCBs; toxins; flammable chemicals; proximity to toxic waste sites; insects; outlets blocked by stored items; security devices; electromagnetic fields; alarms; intercoms; smoke and fire systems and alarms; sprinkler systems; solar installations; private water supply systems and water quality; filtration systems; water purifiers and softeners; private waste disposal and waste disposal systems; flood prevention systems; swimming pools and equipment; spas; saunas; hot tubs; fountains; soil testing, engineering or analysis; proximity to railroad tracks, airports, easement and boundaries, rights-of-way, property lines, and proximity to adjoining properties and wetlands; radio controlled devices; automatic gates; elevators; locks; household appliances; free standing appliances; central vacuum systems; through the wall air conditioners; telephone; cable TV; satellite dish; furnace heat exchangers; concealed furnace parts; fuel tanks; chimney flues and liners; solid fuel burning devices; concealed wiring; flooring beneath carpet or floor covering; winterized systems; recalled components; effectiveness of insulations or ratings; fire escapes; code compliance; and auxiliary electrical and fuel burning devices and systems.

No testing or inspection is included in the home inspection for wood destroying insects, household pests, or damage from insects. Any obvious signs of damage will be reported, but the actual nature of the pest will not be identified.

Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the property, as limited herein above, shall be made in writing and reported to the inspector within ten days of closing on the property. Client further agrees that with the exception of emergency conditions, client or client's agents, employees, or contractors will make no repairs, alterations, or modifications to the claimed discrepancy prior to re-inspection by the home inspector. Client agrees that failure to notify the inspector as stated above shall constitute as waiver of any and all claims for said failure.

Inspector shall be indemnified and reimbursed by the client for its respective counsel fees, costs, expenses, and efforts in defending against any civil action, where the client does not prevail in a court of competent jurisdiction. Further, the client agrees to indemnify and hold harmless the inspector from subrogation. Inspector's liability for mistakes or omissions in this inspection report is limited to a refund of the inspection fee paid for the inspection and report only.

This confidential inspection report is for the exclusive use of the client and may not be published, transferred, assigned to or relied upon by any third party. Further, it shall be considered confidential. The Client shall indemnify and hold harmless the Inspector from losses, liabilities, damages, and penalties, and all related costs and expenses, including attorney fees related to third party lawsuits.

If any part of this contract is declared invalid or unenforceable by any court or competent jurisdiction, the remaining parts of this agreement shall remain in effect, and shall not be affected thereby except as necessary to adjust for the invalidated part.

In consideration for the inspection, the client agrees to pay inspector its fees, which are specified above. Payment is due in full at the time the inspection is performed, and shall constitute acceptance of the terms and conditions of this agreement. It is understood and agreed to by the parties hereto that all provisions, limitations, exceptions, and exclusions of this agreement shall apply to any optional services entered into by the parties.

THE CLIENT HAS READ THE TERMS OF THIS CONTRACT, AND CLEARLY UNDERSTANDS AND ASSENTS TO ALL THE ABOVE TERMS AND LIMITATIONS EXPRESSED HEREIN.

Client Signature(s)

Date

Inspector Signature

Date

¹ Inspection does not include radon testing. If client requests radon service, inspector will collect data to be analyzed by a certified radon tester.