

AGREEMENT

123 Scenic Drive, Anytown, NY August 25, 2017

Report No. 1022, v.0

www.cnyhipro.com

PARTIES TO THE AGREEMENT

Company

CNY Homestead Inspections, LLC
3289 Stiles Road
Syracuse, NY 13209

Client

Happy HomeBuyer

This is an agreement between Happy HomeBuyer and CNY Homestead Inspections, LLC.

PLEASE READ CAREFULLY BEFORE SIGNING.

The Inspection of this property is subject to the Limitations and Conditions set out in this Agreement. It is based on a visual examination of the readily accessible features of the building. The Inspection is performed in accordance with the Standards of Practice as define in the NYS Dept. of Licensing, Subpart 197-4.2(a) to Title 19 NYCRR of Article 12-B of the New York State Real Property Law requires a Pre-Inspection Agreement and review of the Standards of Practice and fees prior to starting the home inspection.

PRE-INSPECTION AGREEMENT- GENERAL HOME INSPECTION

COMPANY

CNY Homestead Inspections, LLC
3289 Stiles Road
Syracuse, NY 13209

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 unless duly licensed to do so. 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.

The report contracted for will only express the opinions of the inspectors of CNY Homestead Inspections, LLC (hereinafter referred to as the "Company") based upon the Company's visual inspection of the systems and components reported on in the report. The Company agrees to inspect the dwelling unit in compliance with the Standards of Practice, Subpart 197-5 to Title 19 NYCRR, of Article 12-B of the Real Property Law of New York State. Any inspection of system or component that is excluded from the New York State Standards of Practice shall be deemed to be provided as a courtesy and shall not be deemed to be an amendment to or waiver of the listed exclusion in the Standards of Practice. Client has the sole right to exclude any additional system or component that is required to be inspected under the Standards of Practice. A copy of the Standard of Practice will be provided to the Client at the Client's request.

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It is herewith agreed that the inspection will be of readily accessible areas of the dwelling unit and is limited to visual observations of apparent conditions existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection and the report. Client agrees that the Company shall not be responsible for any incidental or consequential damages whatsoever. No oral statements made by the Company representative shall expand the scope of the inspection or change the terms of this agreement or the inspection report.

The written inspection report constitutes the complete and exclusive expression of the opinions of the Company. The Company makes no express or implied warranties concerning any system or component of the property whatsoever. The Company does not adopt the warranty of the manufacturer or installer of the system or component inspected, or the warranty of the builder or seller of the property inspected. The Client agrees that the implied warranties of merchantability and fitness for a particular purpose and all other warranties, express or implied, are excluded from this transaction. THERE ARE NO WARRANTIES WITH RESPECT TO THE INSPECTION THAT EXTEND BEYOND THE FACE HEREOF. THE INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED SYSTEMS OR COMPONENTS.

The Company offers a General Home Inspection, which meets the Standards of Practice, as specified in Title 19 NYCRR Subpart 197-5 of Article 12-B of the Real Property Law, with limited liability and a Technically Exhaustive Home Inspection with unlimited liability. The fee for the Technically Exhaustive Home Inspection is one dollar and fifty cents (\$1.50) per square foot or thirty-five hundred dollars (\$3,500.00), whichever is greater. If Client wants a Technically Exhaustive Home Inspection with unlimited liability, the inspection will be performed in accordance with the Standards of Practice, Title 19 NYCRR Subpart 197-5 of Article 12-B of the Real Property Law of New York State. THIS AGREEMENT IS FOR A GENERAL HOME INSPECTION. The maximum amount of damages a Client may claim for the General Home Inspection from the Company is limited to the inspection fee. Any claim by the Client against the seller, a real estate agent or a real estate company for non-disclosure releases the Company from all claims.

Should the Client believe that the Company has breached this agreement and/or been negligent in the inspection, the Client must give notice in writing to the Company within ten (10) days of discovery of any defect. Client will allow Company to view the defect prior to repair being made, unless such repair is emergency in nature. Failure to give written notice and/or making non-emergency repairs releases the Company from all liability and obligations. Client agrees that no action to recover damages can be brought more than one year after the date of this inspection, time being of the essence.

This agreement contains the entire agreement of the Company and Client and cannot be modified except in writing signed by both Company and Client. If any portion of this agreement is found to be invalid or unenforceable in any respect the Company and Client agree that the remaining provisions will be enforceable.

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THE UNDERSIGNED HAS READ THE FORGOING AGREEMENT AND FULLY UNDERSTANDS AND IS FAMILIAR WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND ACKNOWLEDGES THAT THE COMPANY HAS NOT MADE ANY REPRESENTATIONS TO THE UNDERSIGNED OTHER THAN THOSE EXPRESSLY CONTAINED IN THE AGREEMENT OR THE WRITTEN REPORT.

CNY Homestead Inspections, LLC _____
Company Date

Peter Durdon NYS License No. 16000080982

Client Date

Client Date

I, Happy HomeBuyer (Signature) _____, (Date) _____, have read, understood and accepted the terms of this agreement.