



## New York Home Inspection Agreement

PO Box 24792, Rochester, New York 14624  
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Tel: 585-690-6870

THIS AGREEMENT is made and entered into by and between Rockwell Assessment Services, Inc. and

Client (name Print): \_\_\_\_\_

Address (Print): \_\_\_\_\_, City/Town \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

To inspect property at:

Address (Print): \_\_\_\_\_, City/Town \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Currently Owned by (Print Name(s)): \_\_\_\_\_

Address (If different than property): \_\_\_\_\_ City/Town \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Inspection Date: \_\_\_\_\_

The client understands and agrees as follows:

1. The client(s) certifies that they and their agent, Rockwell Assessment Services Inc., have permission from the owner(s) to enter the property to perform an inspection.
2. The fee for this inspection will be \_\_\_\_\_
3. It is the client's responsibility to provide: full access to buildings, applicable common areas and to insure that utilities are on at the time of the inspection; instructions in writing or provide direct support for the operation of complex systems, sub-systems and components such as but not limited to heating and cooling system, whirlpool tub, dishwasher, microwave, pumps; a list in writing of systems, sub-systems or components that should not be operated or inspected.

If a return trip is needed to complete the inspection then a fee of \$ \_\_\_\_\_ and an hourly fee of \$ \_\_\_\_\_ will be charged per trip.

4. The inspection fee is due before or at the time of inspection. If the fee is not paid at the time of inspection then the client agrees to pay the total fee within 10 working days. If the total fee is not paid within 10 working days then the client agrees to pay an additional service charge of 1.5% per month on the unpaid balance from date of inspection.
5. There will be a \$20 charge for checks returned unpaid. If the total fee is not paid within 10 working days then the client agrees to pay an additional service charge of 1.5% per month on the unpaid balance from date of inspection.
6. The inspection and report provided will at a minimum conform to the requirements of the applicable sections of the State of New York law Article 12-B Real Property Law Home Inspection Professional Licensing Act and the Standards of Practice of the National Association of Certified Home Inspector (NACHI). The inspection and the completed report are limited by the terms and conditions, exclusions and limitations as established by this Agreement, applicable laws of New York State and the NACHI Standards of Practice. A copy of the Standards of Practice will be made available to you upon request.

7. The inspector shall inspect: Foundations; Floors; Walls; Ceilings; Roofs and surface, drainage systems ; Probe structural components where deterioration is suspected; Crawl spaces and attics with not less than 24 inches of vertical and 30 inches of horizontal clearance; Exterior surfaces, doors, windows; Decks; Balconies; Stoops; Steps; Porches and railings; Vegetation, grading, drainage and retaining walls with respect to their immediate detrimental affect on the condition of residential building; Walkways, patios and driveways; Attached and unattached garage doors, windows, roofs and surface, drainage systems; Flashing; Skylights; Exterior of chimneys; Water supply and distribution system; Interior fixtures and faucets; Drain, waste and vent systems; Domestic water heating and combustion vent systems; Fuel distribution system; Sumps, pumps and piping; Electrical service drop, service entrance, main disconnects, main over current protection device, service and distribution panels, service grounding, branch circuit wiring, GFCIs, AFCIs; Central heating equipment, visible and accessible portions of heat exchanger, remove flame roll-out shield and combustion vent system; Central cooling system; Hard wired through-wall individual cooling system and energy source; Interior steps, stairways and railings; Kitchen cabinets; Interior doors; At least one window and power plug per room; Insulation in unfinished spaces; Ventilation of attic and crawlspaces; Mechanical ventilation systems; Fireplaces;
8. Home inspector is not required to inspect, test or perform analysis on: Environmental conditions, subterranean soil conditions, insect infestation, zoning or code compliance or any other regulatory compliance, lead paint, radon, mold or mildew contamination, geological or soil, potable water, engineering & analysis, existence of easements or other property encumbrances, asbestos contamination, landscape, septic systems, irrigation or anything else beyond the physical components of the house itself unless otherwise noted in this contract; Remote control devices for garage doors; Antennae or satellite dishes; Solar heating systems; Lightning arresters; Wiring not part of primary electrical distribution system; Low voltage parameter lighting or components not part of the primary electrical system; Central vacuum system; Security system; Interior of flues or chimneys.
9. This inspection is limited to visual inspection of readily accessible areas and mechanical systems. In the event that we cannot inspect an area, system or component it will be noted in the report as inaccessible. Non-functioning mechanical systems will be noted as non-functional at the time of inspection. This inspection will not involve destructive or invasive testing or be technically exhaustive and cannot detect latent conditions or concealed, hidden, obstructed or inaccessible areas unless otherwise stated and agreed upon by all parties in advance and in writing.
10. Where permissible under state law, liability for this inspection is limited to the total fee paid for this inspection.
11. The report we provide is not to be deemed a guarantee, warranty or insurance policy against future defects in the inspected property. The report is simply our written evaluation of conditions at the property on the date of inspection. The client should assume that certain items will degrade over time and eventually fail, it is not possible that an inspection could predict the failure or time of failure. In addition the client should understand that certain components of the house may function in a manner consistent with their purpose and expectations at the time of inspection but may cease to function, change or deteriorate abruptly and without notice.
12. This agreement shall be retained for a period of five (5) years once signed by the client.
13. The purpose of the inspection and report is to inform the client of health and safety problems that might affect the occupants and/or defects that affect the condition of the property. Certain problems can manifest themselves only under unique conditions such as varying weather conditions, environmental factors or lifestyles. The inspection is a snapshot in time of the condition of the property and that certain pre-existing conditions may not be readily ascertainable at the time of inspection. We will use our professional judgment and experience to discover and document our observations but we cannot be responsible or liable for defects that cannot be reasonably discovered during the limited time of the inspection.
14. The inspection and report we provide is based on a general overview of the major components and mechanicals of the property as outlined in the NACHI Standards of Practice and should meet, if not exceed, the minimum requirements of the governing laws of the State of New York.

15. The inspection report is provided for the exclusive use of the client. It may not be transferred or assigned to a third party as such the client agrees to indemnify and hold us harmless from any and all losses, liabilities, related costs and expenses including attorney's fees that arise out of lawsuits brought by others who claim reliance on this report.
16. We do not perform radon testing, testing or certification related to wood-destroying insects unless such inspection and testing is clearly requested and noted in the additional services section of this agreement.
17. We do not provide quotes for the repairs and/or replacement of systems, sub-systems or components. We recommend that you contact a qualified engineer or trades person as is applicable to perform such work.
18. Although we may solicit referrals for home inspections from real estate agents or others, we have no interest in the property or have any arrangements with contractors, trades people, engineers or anyone who may derive benefits from sales or improvements to this property.
19. Radon testing is performed by a third party testing service. Rockwell Assessment Services will act only to coordinate the effort of getting the test performed, deliver the test result and collect the necessary fee for such service. The client understands that this is a value added service and we do not make a profit or receive any compensation for our involvement. The client has a right to receive information about the third party testing service we use, we will provide such information if so requested. The client agrees hereby to indemnify and hold Rockwell Assessment Services harmless from any and all losses, liabilities, related costs and expenses including attorney's fees that arise out of any disputes or lawsuits that may come, directly or indirectly, as a result of problems and issue with the radon testing.
20. This inspection is not intended for use in court or pre-trial investigation.
21. If any part(s) of this contract are declared invalid or unenforceable by any court or jurisdiction then the surviving provisions of this agreement shall remain in effect.
22. \_\_\_\_\_  
Additional services requested by client
23. \_\_\_\_\_  
Items not to be inspected at the request of the client
24. \_\_\_\_\_  
Others who may view this report per client's request

I HAVE READ THE TERMS OF THIS AGREEMENT AND THAT ANY QUESTIONS I HAVE ABOUT IT HAVE BEEN FULLY AND SATISFACTORILY EXPLAINED. I AGREE THAT I UNDERSTAND AND CONSENT FREELY TO ALL THE ABOVE TERMS AND LIMITATIONS EXPRESSED HEREIN.

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Inspector's Signature

\_\_\_\_\_  
Date

Inspector's UID#: \_\_\_\_\_