

Pre-Inspection Agreement

Roussel Home Inspections

rousselhomeinspections.com

7401 Shore Rd.

Brooklyn, NY 11209

646-583-7331

CUSTOMER: Customer Inspection Date: Date Inspection Time: Time
Inspection Address: Address City: City State: NY Zip: Zip
Email Address: email Phone: phone
Inspector's name: Robert Roussel, PE. NYS Home Inspection License #: _____

THIS AGREEMENT CONTAINS A LIMITATION OF LIABILITY ON THE PART OF THE HOME INSPECTION COMPANY AND THE HOME INSPECTOR. PLEASE READ IT CAREFULLY. THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. IF YOU DO NOT FULLY UNDERSTAND IT SEEK THE ADVICE OF AN ATTORNEY BEFORE SIGNING.

ROUSSEL HOME INSPECTIONS, (including its employees, subcontractors, agents, and inspectors), hereinafter referred to as "COMPANY" will perform a one time non-invasive visual inspection in accordance with the HOME INSPECTION LAWS OF THE STATE OF NEW YORK, I.E the STANDARDS OF PRACTICE and CODE OF ETHICS, copies of which are available on the NYS Department of State website www.dos.state.ny.us, of the property located at the Inspection Address on the Inspection Date and at the Time listed above. CUSTOMER warrants that permission for access has been obtained from the owner of the premises to be inspected. CUSTOMER agrees to pay the TOTAL FEE listed herein, in full, at the time of the inspection. Should the CUSTOMER fail to timely pay the agreed upon fee in full, COMPANY may withhold the Home Inspection Report.

The NYS Department of State licenses home inspectors in the state of New York. 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. The inspector does not offer an opinion as to the advisability or inadvisability of the purchase of the property, its value or its potential use. All prior agreements, both real and imagined, both oral and written, are merged into this pre-inspection agreement and it alone sets forth all the terms and conditions of the agreement between the parties. No CUSTOMER changes are valid unless approved in a separate writing, signed by an officer of the COMPANY. If the Home Inspection Report is sent to CUSTOMER over the internet, COMPANY assumes no liability if CUSTOMER is unable to download or view the electronic version of the Report.

THE WRITTEN HOME INSPECTION REPORT WILL INCLUDE THE FOLLOWING ONLY: structural condition, electrical system, plumbing, water heater, heating system, air conditioning system, condition of major systems, general interior including ceilings, walls, floors, windows, insulation, and attic ventilation; general exterior including roof, gutter system, chimney, drainage, grading. It is understood and agreed that this inspection will only be of readily accessible areas of the dwelling and is limited to visual observations of apparent conditions existing at the time of the inspection. CUSTOMER acknowledges that the Home Inspection Report is not to be considered a substitute for a seller's Property Condition Disclosure Statement.

THE INSPECTOR IS NOT REQUIRED TO: move furniture, personal goods or equipment that may impede access or limit visibility. The Inspector is not required to evaluate or inspect the following: intercoms, security systems, fences, timers, backflow preventers, water conditioning equipment, cosmetic items, swimming pools, hot tubs, whirlpools, jacuzzis (and ancillary components), wells, cesspools/sewer pipes, the presence/absence of rodents or insects unless explicitly requested by the CUSTOMER and agreed upon by the COMPANY, security, telephone, wiring circuit logic and switch locations, music and computer systems, central vacuum systems, water softeners, radiant heat systems, internal component heat exchangers, thermostatic or time-clock controls, fire and smoke detectors, sprinkler systems, sheds, or other "out-buildings" unless explicitly requested by the CUSTOMER and agreed upon by the COMPANY, fire and safety equipment. Design problems and adequacies are not within the scope of the inspection. The Inspector will not determine the operational capacity, quality or suitability for a particular use of the items inspected. The inspection does not determine compliance or noncompliance with manufacturer's specifications; past or present. Soil conditions, geological stability, engineering analysis are beyond the scope and purpose of this inspection and are not included in this Home Inspection Report. This is not a compliance inspection or certification for past or present governmental codes, rules or regulations of any kind. NO search or check of municipal records or property boundaries (land survey) is included. Latent, hidden and concealed defects and deficiencies are excluded from the inspection and Home Inspection Report. The inspection and Home Inspection Report do not address and are not intended to address the presence or danger from any potential harmful substances and environmental hazards including but not limited to radon gas, carbon monoxide, lead, lead paint, asbestos, Chinese drywall, sound proofing, buried or above ground fuel storage tanks, urea formaldehyde, various molds and spores, water quality, toxic or flammable chemicals or gases and water and airborne hazards, unless explicitly requested by the CUSTOMER and agreed upon by the COMPANY. The inspector is not required to climb on the roof, enter crawl spaces, ceiling spaces or attics where the ceiling height is less than 4 feet, lacks flooring, or is otherwise inaccessible, and does not perform invasive procedures: equipment, items and systems will not be dismantled. The inspector only uses normal operating devices and performs no destructive or disruptive testing procedures. The inspector will not venture into or inspect areas that are deemed unsafe and will not report on such areas.

CUSTOMERS Initials _____

NOT A WARRANTY: The parties agree that COMPANY and its employees and agents, assume no liability or responsibility for the cost of repairing or replacing any reported or unreported defects of deficiencies, either current or arising in the future, or for any property damage, consequential damage, or bodily injury of any nature. THE INSPECTION AND HOME INSPECTION REPORT ARE NOT INTENDED TO BE A GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM, OR SYSTEM. COMPANY IS NOT AN INSURER OF ANY INSPECTED CONDITIONS.

DISPUTES: It is specifically agreed that no lawsuit or other type of claim of any kind arising out of or in any way relating to this AGREEMENT, the inspection or the Home Inspection Report shall be made unless each of the following conditions is satisfied first, in order: Written notice of the claim must be given to the COMPANY on or before the 10th day after the date of discovery of a claimed defect or the date said claimed defect should have been discovered. The notice shall: (a) describe the claim including what the CUSTOMER believes COMPANY did or failed to do; (b) state why CUSTOMER believes the COMPANY is responsible; (c) state what CUSTOMER believes COMPANY should do about it and; (d) offer to allow COMPANY to re-inspect as required in the following paragraph. Notice shall be sent by Certified mail, RRR to the COMPANY at **ROUSSEL HOME INSPECTIONS**, 7401 Shore Rd. Apt. 1G, Brooklyn, NY 11209.

RIGHT TO RE-INSPECT: If CUSTOMER believes the COMPANY made a mistake, before making any repairs or alterations relating to the alleged mistake, CUSTOMER shall notify COMPANY and provide the COMPANY a reasonable opportunity to inspect the portion of the property relating to the alleged mistake. Failure to so notify COMPANY and allow an inspection shall bar any claims being made.

Any dispute, controversy, interpretation or claim you think you have against the COMPANY, including claims for, but not limited to, claims for breach of contract, any form of negligence, fraud, or misinterpretation arising out of, from or related to, this contract or arising out of, from or related to the inspection or Home Inspection Report shall be submitted first to a Non-Binding Mediation conference as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for our consideration.

Any mediation arbitration claim, lawsuit, or other type of claim must be filed within ONE YEAR OF THE DATE OF THIS AGREEMENT. Venue of any mediation arbitration claim brought by either party must be brought in Kings County, State of New York and any lawsuit brought by either party must be brought in the Supreme Court or local District Courts of Kings County, State of New York, without a jury, including counterclaims and third party claims. CUSTOMER agrees that if COMPANY is ever subpoenaed or summoned to appear in a court action or arbitration matter, hereinafter referred to as "Hearing", by CUSTOMER or anyone else because of the COMPANY'S inspection of the property identified above and/or any of its components or other portions of the premises where it is located, that CUSTOMER will either reimburse COMPANY for attending said Hearing at the rate of \$200.00 per hour, including travel time, or obtain a court order quashing said subpoena or dismissing said summons, all at CUSTOMER'S sole cost and expense.

LIMITATION OF INSPECTORS LIABILITY: The purpose of this provision is to limit the amount of money damages that CUSTOMER may claim and recover from COMPANY. The maximum amount of money that CUSTOMER may claim and recover is hereby limited to the fee paid by CUSTOMER to the COMPANY under this Agreement.

This limitation applies to every type of claim or cause of action arising out of or in any way related to this agreement, the inspection or Home Inspection Report, including but not limited to claims for damages, costs, expenses, demands, controversies, actions, debts, compensation, or causes of action of whatever nature or character, whether based on a tort, contract, extra contractual duty, malfeasance, misfeasance or other theory of recovery, including, but not limited to, claims for breach of contract (actual or implied), negligence, malfeasance, misfeasance and any and all other extra contractual duties, for all actual damages, all exemplary and punitive damages, and property damage which the Customer may have concerning any such breach of contract, negligence, or negligent misrepresentation claims alleged to have occurred by the action or inaction of the COMPANY or any of its employees or Inspector. This limitation does not apply to any claim for vexatious litigation or similar type of claim by COMPANY against CUSTOMER or CUSTOMER'S lawyer. CUSTOMER agrees to pay COMPANY'S reasonable legal fees in any action where the COMPANY substantially prevails in any court of law and/or where this agreement and its limitation of liability clause is held to be valid.

CUSTOMERS Initials _____

CUSTOMER agrees that this agreement may be executed by facsimile, which shall constitute an original. It is also understood and agreed that an acceptance of the terms and conditions contained herein by the CUSTOMER shall be just as binding if made electronically by computer or over the internet. The person who signs this agreement represents that they have the full authority to sign on behalf of all named CUSTOMERS. If any named CUSTOMER denies the authority to sign, the person signing agrees to hold the Company harmless for all costs, expenses and damages, including judgments that may be entered against COMPANY and its reasonable legal fees, if COMPANY incurs same as a result of said denial of authority. In the event any provision of this agreement is determined to be invalid or unenforceable, the other provisions shall remain valid and enforceable and in full force and effect. The Home Inspection Report is intended for the use of the above named customer only and no other person or entity may rely on the Home Inspection Report for any reason. 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. It is agreed that buyer's agent will receive a copy of the Home Inspection Report. CUSTOMER agrees to hold harmless and indemnify COMPANY for losses, fees and costs incurred as a result of any third party action that may include COMPANY relative to the Home Inspection Report. Furthermore, any third party reviewing this Report for any reason shall be bound by the terms and conditions of this Inspection Agreement, which is an integral part of the Home Inspection Report. CUSTOMER is responsible for any expenses incurred by COMPANY in connection with Fee collection, including but not limited to attorney fees, sheriff fees, bank fees, as well as court/travel time at the rate of \$200.00 per hour.

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ANCILLARY STRUCTURE INSPECTION AVAILABLE: CUSTOMER is advised that there is non-invasive visual inspection of ancillary structures, including, but not limited to, detached garages, sheds and/or other “out-buildings”, available as an additional service inspection. The inspector will perform visual inspections of ancillary structures in accordance with the HOME INSPECTION LAWS OF THE STATE OF NEW YORK and the home inspection provisions herein at the time of the Home Inspection. Ancillary structure inspection findings will be made part of the Home Inspection Report.

WOOD DESTROYING INSECT INSPECTION AVAILABLE: CUSTOMER is advised that there is a wood destroying insect inspection, herein referred to as “WDI Inspection”, available as an additional service inspection. A report in connection with the WDI Inspection, herein referred to as the “WDI Report”, will be prepared and made part of the Home Inspection Report. The WDI Inspection will be performed at the time of the Home Inspection and the WDI Report will be prepared, in accordance with the National Pest Management Association guidelines for WDI inspection and reporting. The WDI Inspection is meant to provide the CUSTOMER with a better understanding of past or present insect activity. The residential structure will be inspected for signs of active or inactive, past or present, wood destroying insects. The COMPANY does not treat for pest activity. The inspector will probe accessible areas where WDI activity is suspected. Areas that have finished surfaces will not be probed because surfaces may be damaged. The final WDI Report will be prepared on Form NPMA-33, which can be found at: <http://portal.hud.gov/hudportal/documents/huddoc?id=npma33.pdf>.

SCHEDULES indicated herein and attached form part of this agreement. In the event of any conflict between a schedule and the provisions of this agreement, the provisions of the schedule with apply to the extent of the conflict.

Attached Schedules:

- Schedule A: Property Inspection Questionnaire
- Schedule B: Roussel Home Inspection Fee Schedule

SCHEDULE A: CUSTOMER agrees to answer or ascertain information from the Seller and/or Seller’s Representative required to answer all of the questions set forth on the PROPERTY INSPECTION QUESTIONNAIRE attached hereto and hereby form part of this agreement. Responses to the PROPERTY INSPECTION QUESTIONNAIRE are important and relevant to the purchase of the inspected home. There is no legal obligation, duty or requirements on behalf of the Seller and/or Seller’s Representative to answer the questions set forth on the PROPERTY INSPECTION QUESTIONNAIRE. The CUSTOMER agrees to complete and return the PROPERTY INSPECTION QUESTIONNAIRE to COMPANY twenty-four hours prior to the date of inspection. The PROPERTY INSPECTION QUESTIONNAIRE will be made part of the written home inspection Report.

SCHEDULE B: Home inspection services fees are based upon the CUSTOMER provided property information, the Roussel Home Inspection Fee Schedule and the inspection services requested. CUSTOMER certifies that all property information contained herein is accurate and agrees to pay the COMPANY the fees listed below.

Services	Fee
<input type="checkbox"/> Home Inspection	Fee
<input type="checkbox"/> Ancillary Structure Inspection	Fee
<input type="checkbox"/> Wood Destroying Insect Inspection	Fee
<input type="checkbox"/> Radon Inspection	Fee
Total	Total

By **initialing here** (_____), CUSTOMER authorizes COMPANY to distribute copies of the Home Inspection Report to the real estate agents directly involved in this transaction, who are not designated beneficiaries of the Home Inspection Report, intended or otherwise.

CUSTOMER UNDERSTANDS AND AGREES THAT SIGNATURE BELOW WILL CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS CONTRACT.

Signature of CUSTOMER or CUSTOMER’s Representative

_____/_____/_____
Date Signed: (mm/dd/yyyy)

Signature of COMPANY Representative

_____/_____/_____
Date Signed: (mm/dd/yyyy)

Schedule A

Property Inspection Questionnaire

Roussel Home Inspections

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7401 Shore Rd.

Brooklyn, NY 11209

646-583-7331

CUSTOMER: Customer Inspection Date: Date Inspection Time: Time
Inspection Address: Address City: City State: NY Zip: Zip
Email Address: email Phone: phone

As the Seller and/or Sellers Representative, please answer the following questions to the best of your knowledge.

1. Does the dwelling have a history of seepage, dampness and/or water penetration into the basement and/or under floor crawl space? If so please explain.

2. Has a sump pump ever been installed or used in the basement of under floor crawl space?

3. Do you use any type of dehumidification in any part of the dwelling?

4. Are you aware of any mold and/or air quality issues in the dwelling?

5. Is the dwelling on a private sewage system? _____

a. If the waste system is private, has a Title V inspection been completed? _____

b. If so, is the completed Title V report available for review? _____

6. Has the dwelling ever been inspected and/or treated for insect infestation? _____

a. If so, when? _____

b. What were the chemicals? _____

7. Has the dwelling ever been tested for radon and/or lead paint? _____

a. Is so, when? _____

b. What were the results? _____

8. Has the dwelling ever been inspected by an inspector? _____

a. If so, when? _____

b. Were any problems noted? _____

c. Is a copy of the inspection report available? _____

9. Are the Seller and/or Seller's Representative aware of any structural, mechanical, electrical or other material defects that may exist on the property?

10. Has there ever been in a fire in the dwelling? _____

a. If so, when? _____

b. What areas were involved? _____

c. What chemical cleaners, if any, were use for cleanup? _____

11. Has there ever been a hazardous waste spill on the property?

12. Is there an underground tank on the property?

Schedule B

Home Inspection Services Fees

Roussel Home Inspections

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Home inspection services are based upon the property square footage and/or number of bedrooms. See the list below to determine the total cost of home inspection services.

Home Inspections

SQFT

Up to 2000 ft ²	\$325
2001 to 2500 ft ²	\$350
2501 to 3000 ft ²	\$375
3001 to 4000 ft ²	\$400
4000 to 5000 ft ²	\$425
Greater than 5000 ft ²	\$475

CO-OP/Condo Inspections

1 Bedroom.....	\$250
2 Bedroom.....	\$275
3 Bedroom.....	\$300

Termite Inspection Fee (with Home Inspection)\$75

Radon Testing Price Available Upon Request

Lead Testing..... Price Available Upon Request