

GUARDIAN HOME INSPECTION SERVICES LLC.

CONTRACT FOR HOME INSPECTION SERVICES & PRE INSPECTION AGREEMENT

This Agreement, effective on the date signed by GUARDIAN, is between GUARDIAN HOME INSPECTION SERVICES LLC (“GUARDIAN” or We”), a New York limited liability company, and NAME (“Client” or “you”) for a Home Inspection at the residence at the following address: ADDRESS. Your signature on the signature line below indicates your agreement with all of the terms of this Contract.

1. **SERVICES.** You are hiring GUARDIAN to perform a Home Inspection for the residence at the address listed above (“Home”) in the state of New York. GUARDIAN will perform a Home Inspection. GUARDIAN will produce a Home Inspection Report, which you have a limited license to use. The Home Inspection Report will be for your use only in anticipation of the purchase or sale of the Home.
2. **CLIENT RESPONSIBILITIES.** You have responsibilities under this Contract. These responsibilities are described in this section and in the Section entitled FEE AND TERMS OF PAYMENT.
 - 2.1. **Access to the Home.** You will arrange with the current owners of the Home for GUARDIAN to have access to the Home to complete the Home Inspection. You agree to arrange with the Owners of the Home for all the utilities to be on. If the utilities are not on, GUARDIAN will not be able to perform the utility-related portions of the Home Inspection; however, you will be responsible for payment in full for the Home Inspection.
 - 2.2. **Repair of Defects and Conditions.** You understand and agree that GUARDIAN is not responsible for repair of any of the defects or conditions that are revealed in the Home Inspection Report.
 - 2.3. **Use of the Home Inspection Report.** You agree to use the Home Inspection Report for the sole purpose of evaluation in connection with the proposed purchase of the Home. You agree not to transfer the report or to share it with any other person other than a professional (such as a mortgage company) whom you have hired in connection with the purchase of the Home.
3. **FEE AND TERMS OF PAYMENT.** You will pay GUARDIAN a fee of \$_____.00 for the Home Inspection, due upon completion of the Home Inspection. The Home Inspection Report will be delivered within five (5) days after receipt of the fee for the Home Inspection.
4. **DEFINITIONS.** The terms that are defined in this section will have the meanings set out below whenever used in this Contract.
 - 4.1. **Home Inspection.** The Home Inspection consists of a series of visual inspections, descriptions, and reports of specified areas and systems of the Home, and the testing of certain mechanical and electrical systems. The standards for the Home Inspection are set out in detail in the American Society of Home Inspectors Standards of Practice on the Society’s website at www.ashi.org. A printed copy of the Standards is available for your review upon request. If you have not arranged for access to all areas of the Home and the utilities to be on as required in Section 2.1, the Home Inspection will be conducted to the best of GUARDIAN’S ability without the access. The Home Inspection is valid AS OF THE DATE OF THE HOME INSPECTION. Subsequent developments or conditions are not included in the Home Inspection.
 - 4.1.1. **Inclusions.** This is a partial list of areas of the Home and systems included in the visual portion of the Home Inspection: structural systems, interior (floors, ceilings and walls, attic and basement, if accessible, representative number of windows and doors), exterior (walls, coverings, doors, decks, porches, walkways and plantings that may affect the building), the roof (roof coverings), fireplaces and solid fuel burning appliances, chimney, flue (as far as accessible), heating, and, when weather conditions allow, central air conditioning system. This is a partial list of conditions that the Home Inspection will show: surface drainage, and other conditions apparent by visual inspection.

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4.1.2. **Exclusions.** This is a partial list of areas of the Home and Systems that the Home Inspection will NOT include: Determining the adequacy of structural components, providing engineering or architectural services, inspecting outbuildings, fences, recreational facilities such as saunas and swimming pools, geological conditions, erosion control, underground storage tanks, wells, pumps, installed sprinkler systems, private waste disposal systems, antennae, electronic air filters, interior paint and installed carpet, and household appliances. This is a partial list of conditions that the Home Inspection will not show: Concealed defects, the remaining life of any components, causes of any condition or deficiency, compliance or noncompliance with laws, codes, ordinances or governmental requirements, indoor air quality, environmental conditions, contamination of soil or water, the presence of mold or biological contaminants, or market value of the Home or any other property.

4.2. **Home Inspection Report.** The Home Inspection Report will contain the descriptions, results of inspection and comments in the format set out in the ASHI Standards of Practice. The Home Inspection Report is a copyrighted product of GUARDIAN. The Home Inspection Report cannot be used for any purpose whatsoever other than for you to consult and use for your own benefit in connection with the purchase of the Home. The report cannot be transferred, nor may it be used by any other person for any purpose.

5. **ADDITIONAL SERVICES AND FEES.** Additional inspection services are available from GUARDIAN as follows. Please check the box next to the service(s) you are ordering.

5.1. **Radon Indoor Air Quality Test.**

We place one or two activated charcoal canisters in the lowest livable area in the home. We remove the canister(s) 2-6 days later, have it analyzed by a radon testing facility in accordance with the US Environmental Protection Agency [Protocols for Radon and Radon Decay Product Measurements in Homes](#) (EPA 402-R-92-003, June 1993) available at the website of the US Environmental Protection Agency at www.epa.gov. The cost of this Test is \$____.00.

5.2. **Water & Air Analysis.** A sample of water from selected sources is taken and submitted for testing for chemical compounds that you select:

- Lead in Water
- Radon in Water/Air
- Total coliform (bacteria)
- Profile – Tests for total coliform, chlorine, color, odor, iron, manganese, sodium, chloride, nitrates, nitrites, PH, sulfates and turbidity
 - 1. Profile plus lead
- VOC (Volatile Organic Compounds) – Tests for fuel contaminants and dry cleaning solvents.
- VOC (Volatile Organic Compounds) & Mold (AIR)
- Other _____

Total costs of these Tests are \$ _____.00.

5.3. **Septic Pre-Test.**

We add a dye to the septic system and then run 50-75 gallons of water per bedroom through the system to check for bleed out, surface water and/or odors. The cost of this Test is \$____.00.

6. **LIMITATION OF LIABILITY.** In no event will GUARDIAN be liable to the Client for incidental, special, direct, indirect, punitive, or consequential losses, damages, claims, or suits (“Claims”) from any and all causes of action of any kind, or for direct damages or bodily injury arising out of conditions of the Home or Property. Notwithstanding the forgoing, the total amount of GUARDIAN’s liability for Claims or any other disputes arising out of this Contract, the performance or failure of GUARDIAN to perform, the Home Inspection or the Home Inspection Report shall be limited to the Fee payable under Section 3.

GUARDIAN HOME INSPECTION SERVICES LLC.

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7. MISCELLANEOUS

7.1. **Disclaimer.** GUARDIAN is not responsible to perform any portions of the Home Inspection that GUARDIAN could not complete because of the failure to provide proper access as required under Section 2.1. If you repair a defect or condition which is not identified in the Home Inspection Report but which you believe should have been identified therein, you are deemed to have accepted such defect or condition and we will not be responsible for any damages caused by a failure to identify it. Upon discovery of such a defect or condition you have a duty to notify us and allow us reasonable opportunity to review and assess prior to undertaking any non emergency repair. You further understand that the Home Inspection is not designed to reveal hidden defects or conditions. We are not responsible for identifying hidden defects or conditions under any circumstances even if such conditions or defects become apparent in the course of repair of conditions that we have specified in the Home Inspection Report. You understand and agree that the Home Inspection is supplemental to, and not in place of, Owner's disclosure of hidden conditions or defects of which the owner is aware. Such hidden conditions or defects known by the Owner may include damage, failures of structural, mechanical or electrical systems, and conditions that will require repair such as leakage or pest infestation. You understand and agree that in a purchase of residential real estate in the state of New York, it is your right to request that the Owners complete an Owner's Disclosure Form, and you may decide to accept a credit in place of the Disclosure.

7.2. **Statutory Notice.** Pursuant to Sec. 197-4.2 you are hereby advised: 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.”; and

“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.”

7.3. **Arbitration.** All Claims that you or GUARDIAN may have that arise out of this Contract, the rights or responsibilities under this Contract, or the performance or failure to perform according to this Contract shall be settled by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association (“AAA”). Selection of one neutral arbitrator by the Parties shall be made from the AAA Panel list in accordance with the appointment rules of the AAA. Each Party shall bear its own expenses; the Parties shall equally share the filing and other administrative fees of the AAA and the expenses of the arbitrator. Any award of the arbitrator shall be in writing, shall state the reasons for the award and shall explain the breakout of any damages awarded. The decision of the arbitrator shall be final and binding on the Parties and any award of the arbitrator may be entered in any court having competent jurisdiction. The arbitrator shall not have the authority to award damages in excess of the lesser of actual damages or the limitations stated herein.

7.4. **Applicable Law, Entire Agreement, Waivers, Severability.** This Contract shall be governed by the laws of the State of New York. This Contract contains the entire agreement of the parties and may not be amended or changed by any prior or subsequent oral statements or written documents. No waiver of any provision of this Contract shall be valid unless it is in writing, signed by the Party charged, and specifies that it is a waiver. The terms of this Contract are severable, and if any provision is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed to affect the validity or constitutionality of any of the remaining provisions.

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IN WITNESS WHEREOF, GUARDIAN and the Client have signed below and have dated the Contract consisting of 4 pages including this signature page.

CLIENT

Your signature below indicates that you have read and understand this Contract, that you have read and understood the American Society of Home Inspectors Standards of Practice, and that you agree.

_____ Date: _____

_____ Date: _____

GUARDIAN HOME INSPECTION SERVICES LLC

By: Doug Kaufman, Principal

_____ Date: _____