

ASKUS Consulting Services LLC

Real Property Inspection Services / Structural / Environmental

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We follow the InterNational Association of Certified Home Inspectors,
InterNACHI, Code of Ethics and Standards of Practice

INSPECTION AGREEMENT

Client Name: _____

Current Address: _____

Client Telephone: _____

Subject Property Address: _____

Fee is due by cash, check, Visa or Master Card at the time of inspection unless arranged otherwise in advance. Fee for this inspection is \$ _____ for up to two hours on site plus \$ _____ per additional quarter hour plus applicable fees for any CLIENT requested laboratory analysis or specialized services. The fee for CLIENT requested laboratory analysis or specialized services is \$ _____. Total due for this inspection is \$ _____. Inspector acknowledges receipt of \$ _____ in payment by _____ for this inspection.

This AGREEMENT is made on this _____ day of _____, 20____, by and between ASKUS Consulting Services LLC (hereinafter "COMPANY"), _____, (the "INSPECTOR", representing the COMPANY) and _____, the undersigned (hereinafter "CLIENT"), collectively referred to as "the parties".

The parties understand and voluntarily, without duress, freely agree to the terms described as follows:

1. The INSPECTOR agrees to perform a non-invasive visual inspection of the Subject Property per InterNACHI Standards of Practice (SOP), available at www.nachi.org/sop.htm, and to provide the CLIENT a written inspection report, by mail or electronic means, within five business days of the inspection as required by NY State Home Inspection Law. The inspection report will identify the defects the INSPECTOR both observed and deemed material. The INSPECTOR may offer comments as a courtesy, but these comments do not and will not comprise the bargained for report. The written report is provided only to enlighten and inform the CLIENT, allowing the CLIENT to make informed decisions regarding the Subject Property and is only supplementary to the sellers' disclosure statements. The CLIENT is urged to exercise due diligence and to supplement their knowledge of the Subject Property with any applicable testing and Environmental Data Reports offered as ancillary services through the COMPANY and supplied by independent laboratories or other sources. Information provided during the inspection and in the report is not intended as, nor should it be construed as, a "Pass or Fail" grade regarding the item or the Subject Property. Neither the INSPECTOR nor the COMPANY will offer an answer to any "should I or shouldn't I purchase" type of question posed by the CLIENT.
2. Unless otherwise inconsistent with this Agreement, or otherwise not possible, the INSPECTOR and the COMPANY agrees to perform the inspection in accordance to the current Standards of Practice of the InterNational Association of Certified Home Inspectors (InterNACHI) posted on the Internet at www.nachi.org/sop.htm. By their signature below, the CLIENT indicates their understanding that these Standards of Practice contain certain limitations, exceptions and exclusions.
3. The inspection and the associated report are prepared for the exclusive use of the CLIENT. The CLIENT gives the COMPANY permission to discuss observations with real estate agents, property owners, tradespersons and other directly interested parties. The INSPECTOR and the COMPANY accept no responsibility for the use of, or interpretation of, the inspection or report by either the CLIENT or any third parties. The CLIENT understands the INSPECTORS' inspection of the Subject Property and the associated report are in no way intended, nor are they to be construed as, a guarantee or warranty, express or implied, regarding the future use, operability or suitability of the Subject Property or its' components for a specific purpose. Any and all warranties and guaranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

4. The COMPANY and the INSPECTOR assume no liability for the cost of repair or replacement of hidden or unreported defects or deficiencies, either current or arising in the future. The CLIENT acknowledges that the liability of the COMPANY, its' INSPECTOR, Employees or Agents, for claims or damages, real or perceived, costs of defense or suit, attorneys' fees, expenses and payments arising out of or related to the INSPECTORS' or COMPANIES' real or perceived negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or report, shall be limited to liquidated damages in an amount equal to the fee paid to the COMPANY for the inspection and that this liability shall be exclusive. The CLIENT waives any claim for consequential, exemplary, special or incidental damages for the loss of use of the Subject Property, regardless of the CLIENT having or not having been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (1) to reflect the fact that actual damages may be hidden or difficult and impractical to ascertain; (2) to allocate risk among the INSPECTOR, COMPANY and CLIENT; and (3) to enable the INSPECTOR and COMPANY to perform the inspection at the stated fee.

5. The INSPECTOR does not perform engineering, architectural, plumbing, electrical, or any other function requiring an occupational license in the jurisdiction where the inspection is taking place. In the event the INSPECTOR does hold such an occupational license, s/he may inform the CLIENT that s/he is so licensed, and is therefore qualified to go beyond the Standards Of Practice of a basic home inspection. Should this be the case, a separate agreement must be executed and an additional fee may be charged. Any such agreement shall be noted here: _____

6. In the event of a claim against the INSPECTOR, the COMPANY, its' Employees or Agents, the CLIENT agrees to supply the INSPECTOR, the COMPANY, its' Employees or Agents with the following: (1) Written notification of adverse conditions within 14 calendar days of discovery and (2) access to the premises to examine the condition(s) and (3) no repair will be performed prior to such access, except for water issues or items of health or safety. Failure to comply with the above conditions will release the INSPECTOR, the COMPANY and its' Employees or Agents from any and all obligations or liability of any kind. Since the inspection and report are based on conditions at the time of inspection, "discovery" is taken to mean within 90 calendar days of the date of inspection.

7. The parties agree that should any dispute arise regarding the inspection or report, the matter will be submitted to the Arbitration Committee of the InterNational Association of Certified Home Inspectors. Furthermore, the parties agree that in the event the CLIENT chooses to submit any dispute to the COURTS, rather than the agreed Arbitration, litigation arising out of this Agreement shall be filed only in the COURT having jurisdiction in the County in which the COMPANY has its' principal place of business. In the event the CLIENT fails to prove any adverse claims against the INSPECTOR, the COMPANY, its' Employees or Agents in said COURT of LAW, CLIENT agrees to pay all legal costs, expenses and fees, including lost time, of the INSPECTOR, the COMPANY and its' Employees or Agents that may be incurred defending said claims.

8. If any Court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire Agreement between the parties. Prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of the INSPECTOR, the COMPANY or its' Employees or Agents shall be binding unless reduced to writing and signed by the COMPANY Chief Executive Officer. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by both parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. The CLIENT shall have no cause of action against the INSPECTOR, the COMPANY, its' Employees or Agents after the period of discovery, IE, within 90 calendar days of the inspection.

9. Payment in full of the fee to the INSPECTOR is due upon completion of the on-site inspection, unless arranged otherwise in advance. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorneys fees, if any. If CLIENT is a Corporation, LLC, DBA or similar entity, the person signing this Agreement on behalf of such entity does personally guarantee payment of the fee by said entity. Should the CLIENT be unable to attend the inspection, or have a representative attend in CLIENTS place, and sign this Agreement, acceptance of the report from the Postal Service or electronic filing, or use of the report in ANY way will be understood to indicate full acceptance and agreement with the terms of the Agreement as set forth above.

10. CLIENT or CLIENTS' REPRESENTATIVE has carefully read the foregoing, agrees to it, and acknowledges receipt of a copy of this agreement.

 For ASKUS Consulting Services LLC
 N.Y. State H.I. Lic. # _____

 Client or Clients' Representative