

A. J. PAPP AND ASSOCIATES, LTD.**PRE-INSPECTION AGREEMENT**

CLIENT(S) NAME: _____
HOME ADDRESS: _____
PROPERTY INSPECTED ADDRESS: _____
DATE: _____

A. J. Papp and Associates, Ltd., herein after known as the Inspector agrees to conduct an inspection for the purpose of informing the client of major deficiencies in the condition of the property the above address . THE WRITTEN REPORT IS THE PROPERTY OF THE INSPECTOR AND THE CLIENT, AND SHALL NOT BE USED BY, OR TRANSFERRED TO ANY OTHER PERSON OR COMPANY WITHOUT BOTH THE INSPECTOR'S AND THE CLIENT'S WRITTEN CONSENT If you wish for your Realtor to receive a copy of the report please indicate so by initialing here: _____

1) This inspection of the subject property shall be performed by the Inspector for the Client in accordance with the Standards of Practice of the American Society of Home Inspectors. Inc (ASH I) and will include the following:

- Structural, plumbing, hot water, heating, air conditioning, and electrical,
- Kitchen, bathrooms, and appliances
- General Interior (including ceilings, walls, floors, windows, fireplace/chimney, insulation, and ventilation),
- General exterior (including roof, gutters, chimney, drainage and grading)

2) The purpose of this inspection is to identify and disclose visually observable major deficiencies of the inspected systems and Items at the time of the inspection only. Detached buildings or tool sheds are not included.

3) This inspection is not intended to be technically exhaustive nor is it considered to be a GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED; REGARDING THE CONDITIONS OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED ON AS SUCH. The Inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components or the contents therein. Company is neither a guarantor nor insurer.

4) THE INSPECTION AND REPORT DO NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS CODE AND REGULATION COMPLIANCE DAMAGE FROM WOOD DESTROYING ORGANISMS, SEPTIC SYSTEM PERFORMANCE, OIL TANK LEAKAGE, THE POSSIBLE PRESENCE OF OR DANGER FROM ASBESTOS, RADON GAS, AND LEAD PAINT, FIBER GLASS, UREA FORMALDEHYDE, TERMITES, MOLD AND OTHER LIVING ORGANISMS, SOIL CONTAMINATION AND OTHER INDOOR AND OUTDOOR SUBSTANCES. THE CLIENT IS URGED TO CONTACT A COMPETENT SPECIALIST IF INFORMATION, IDENTIFICATION, OR TESTING OF THE ABOVE IS DESIRED

5) Any dispute, controversy, interpretation, or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the inspection, or inspection report shall be submitted to final and binding arbitration "under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc." The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.

6) The inspection service is conducted at the property. The physical on-site inspection of the property IS a very valuable time of exchange of information between the Inspector and the Client. Any particular concern of the Client must be brought to the attention of the Inspector before the inspection begins. The written report will not substitute for Client's personal presence during the inspection. It is virtually impossible to fully profile any building, with any reporting system, and unless Client attends and participates in the Inspection process itself, the Client will have no chance of gaining all of the information that is offered.

The undersigned have read understood, and accepted the terms and conditions of this agreement and agrees to pay the charges specified below:

Client agrees to pay a base fee of \$ _____

A.J. PAPP AND ASSOCIATES; LTD
 Home and Building Inspections

 Alexander J. Papp, PE, Inspector
 New York State Lic. # 16000008109

 Client's Signature