

INFORMATION CONCERNING YOUR INSPECTION

We have scheduled the inspection(s) and/or testing that you ordered. Please review the following appointment information and notify us promptly if the information is incorrect.

APPOINTMENT INFORMATION

INSPECTION FIRM:

Professional Home Inspection Service
Phone: 607-773-1519
Fax: 607-773-4731

SITE:

100 Blueberry Street
Binghamton, NY 13907

INSPECTION SCHEDULED FOR:

at

ACCESS TO THE PROPERTY WILL BE BY:

OWNER

Please review the attached inspection agreements. If you are unable to attend the inspection, please initial each section and sign the agreement. Return one copy of the agreements, (including all pages), via mail or fax with your remittance. Our fax number is listed above. If you plan upon attending the inspection, you may hand deliver at that time, or initial and sign a copy brought by the inspector. We accept check, money order, and major credit cards for payment. We must receive payment and agreements before we can release any inspection reports.

Most reports are available two to three business days after the inspection/test date, as schedule allows. Water and/or radon test results can take one week or more before we receive them from the laboratory. Mold test results can take up to two weeks.

Thank you for choosing our service. If you have any questions please don't hesitate to call us at the number above.

INSPECTION AND/OR TESTING AGREEMENT

Inspection and Testing Agreement between the following client and inspection firm:

Site:

100 Blueberry Street
Binghamton, NY 13907

Client

Jane & John Doe

Inspection Firm:

Professional Home Inspection Service

Service Agreement

General Terms For All Services:

The inspection firm agrees to provide the client with visual inspections and/or testing services as requested and authorized by the client in these agreements. The services that may be offered are: General Home Inspection, Wood Destroying Insect Report, Radon Test, Septic Dye Test, Well Flow Test, Water Quality Tests, and Mold Inspection and Testing. Review of the specific limitations of the applicable services is required when authorizing this work. Acknowledgement of these limitations is a part of



this agreement.

Items not specifically addressed in the written report(s) are NOT a part of these services. The client is encouraged to attend the inspection and/or testing process. By failing to attend the client may lose the opportunity to learn additional information about the condition of the premises beyond that included in the written report(s).

Any projected costs for remedial work which may be included in these reports are rough approximations only and should not be relied upon. An appropriate contractor should be retained if more precise cost projections are required. Estimates of the age or life expectancy of any structure or component are based on limited data and are subject to error. We recommend that the client contact the owner of the subject property for further information, including the age of significant components and any recent problems or known defects in the property.

These are limited services. All defects or deficiencies will **NOT** be found. The report(s) address conditions extant at the time of the service only. It is understood and agreed that no guarantee or warrant (either expressed or implied) is included. Home warranty insurance may be available from other sources at additional cost. This company assumes no liability for any oral information provided and shall not be liable for any mistakes, omissions, or errors in judgment of an employee beyond the cost of the service(s) provided. This limitation of liability shall include and apply to all consequential damages, bodily injury and property damage. The inspections, tests and reports are intended for the exclusive use of the client and are not transferable without the agreement of all parties. This company will be indemnified and held harmless for any damages claimed by others by release of these reports. It is agreed that the client shall give written notice of any claim against the company immediately upon discovery of any alleged defect. In the event that the defect is not reported to the company within 30 days of discovery, this company shall have no responsibility or liability whatsoever. In the event that the client repairs, or replaces the alleged deficiency, before the company is given reasonable opportunity to inspect the defect, the client shall be deemed to have waived any claim against the company.

Any claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, arising out of, or related to, this contract, and/or rendered services, including testing, inspections, or inspection reports shall be settled by arbitration administered by the American Arbitration Association, in accordance with its Arbitration Rules, using an arbitrator familiar with the home inspection industry. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Initial _____

Terms For The General Home Inspection:

The inspection firm agrees to provide the client with a visual inspection of, and subsequent written information regarding, the systems and components of the subject dwelling or commercial building, and garage, if applicable. The purpose of this General Home Inspection is to alert the customer to any serious defects or deficiencies found in the property at the time of inspection and to provide information concerning minor repairs and routine maintenance. The General Home Inspection report is furnished on an "opinion only" basis. The inspection and report will be performed in a manner consistent with the Standards of Practice of the American Society of Home Inspectors as well as the Standards of Practice and regulations of New York State under the Professional Home Inspector Licensing Law. A copy of these standards is available at our website, www.professionalhome.com. A paper copy is available at any time upon request.

The following text is required by New York State law: "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."

"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 understood and agreed that this inspection will be of readily accessible areas of the building(s) only. The inspection is not considered to be technically exhaustive. Some items are inspected by random sampling, e.g., windows, and electrical receptacles. Concealed defects and deficiencies may not be included in this inspection. The inspector is not required to move



personal property, debris, carpeting, or like materials which may limit visibility. No destructive testing is included. Mechanical systems will be visually inspected and operated by normal consumer controls, if possible. No comprehensive dismantling of any system or operating efficiency analysis has been included. No engineering analysis will be performed. Identification of products subject to class action lawsuit or recall is not included. While some safety issues may be addressed, this inspection is not a comprehensive safety analysis of the subject property. While some codes may be referenced, this report is not a compliance inspection for governmental codes or regulations. Observed conditions that do not meet past or present adopted codes, but are nonetheless generally accepted or ignored by utility service providers, or other authorities having jurisdiction, may not be cited as deficiencies in this report. No document search for determination of compliance with required permits or certificates of occupancy is included. Although the possible existence of some environmental hazards may be addressed in the report, this is not an environmental assessment. A determination of the existence of, or condition of, buried fuel tanks is not included. Any allusion to evidence of a particular hazard does not preclude its possible existence in other areas not addressed.

Initial _____

Terms For The Wood Destroying Insect Inspection:

1. The inspection is performed per the limitations inherent in the National Pest Management Association inspection form NPMA-33. Termites, carpenter ants, powder post beetles and carpenter bees are the only insects classified as wood destroying. The inspection covers the readily accessible areas of the property, including attics and crawlspaces which permit safe entry. The inspection focuses on those areas which are particularly susceptible to damage from wood destroying insects. The inspection is largely visual. Probing is done on wood members only where damage or evidence of infestations is observed or suspected. No destructive testing is performed. No excavation is done. Enclosed areas will not be accessed. Furniture and stored items will not necessarily be moved. All incidences of insect activity may NOT be discovered.

2. Termites are primarily subterranean and hidden. Infestations in wood may not be visually detectable. Carpenter ant infestations may not be detectable. Any wood that is moist or that is near a moisture source may have carpenter ant infestations. Seasonal conditions may prevent verification of infestations. Older homes very often show evidence of powder post beetle damage. These infestations are often inactive, since powder post beetles usually enter the wood before construction of the house, and require damp conditions to remain active. Active infestations also may be dormant during cooler seasons. It may not be possible to determine if an observed infestation is active.

6. The report is not a guarantee or warranty as to the absence of wood destroying insects, nor is it a report as to structural integrity.

Initial _____

Terms For Radon Testing:

1. The radon test will be performed with due diligence according to EPA protocols. However, no guarantee of the appropriate test conditions is possible on property owned by a third party. Professional Home Inspection Service assumes no liability or responsibility for retesting necessitated by a breach of the appropriate test conditions by others. EPA prepared information will be included as a hyperlink to explain these protocols, the potential health hazards associated with radon, and the appropriate response to the levels indicated on the report.

2. The radon test will indicate with accepted reasonable accuracy the radon levels during the duration of the test. Radon levels vary significantly due to fluctuating weather, seasonal conditions, ventilation rates, test location and other factors. No guarantee of future levels is therefore included.

3. No testing or determination of the longevity or quality of any radon mitigation equipment already installed on the premises is included with this report.

4. A written estimate for radon control services will be provided by this company, if requested.

Initial _____

Terms For Water Quality Testing:

The inspection firm agrees to provide one or more water quality tests as requested by the client. Following are descriptions of the most commonly ordered tests.



1. Bacterial Test - The intent of the bacterial test is to determine the potability of the water by employing a positive/negative test for coliform and e-coli bacteria per accepted laboratory standards by a certified laboratory.

A passed report, indicated by a "negative" designation of the coliform group and e-coli, signifies that the water was of a satisfactory sanitary quality when the sample was collected and meets locally accepted standards. No guarantee of future sanitary quality is included.

A failed report, indicated by a "positive" designation of the coliform group or e-coli, signifies that the water was not of satisfactory sanitary quality and that treatment is recommended.

2. Lead-in-Water Test - The intent of the lead-in-water test is to determine the lead content by weight in the sampled water. The test may be taken as a first draw after 8 hours of inactivity in the system to gauge lead absorption from the piping, or as a flush draw following normal use, per direction of the client and as site conditions dictate. A lead content over 0.015 mg/L exceeds accepted maximum contamination levels for municipal systems. Further investigation or correction would be advised.

3. Nitrate/Nitrite Test - The intent of the nitrate/nitrite tests is to determine their content by weight in the sampled water. A nitrate content over 10 mg/L or a nitrite content over 1 mg/L exceeds accepted maximum contamination levels. Further investigation or correction would be advised.

The type of testing will be determined solely by the client. Further testing for a wide range of potential contaminants beyond those listed above, may be available at additional cost. Sampling will be performed by an employee of Professional Home Inspection Service. All samples will be analyzed by a NYS Approved Environmental Laboratory. Test results are normally sent to Professional Home Inspection Service and are then forwarded to the client.

Initial _____

Terms For Septic Dye Testing:

1. The intent of a septic dye test is to provide a reasonable guide to the functionality of the private sewage disposal system(s) at the time of inspection. Dye is infused into the septic system or systems from one or more plumbing fixtures along with water at a rate of 3 to 5 gallons per minute for a total of 50 to 75 gallons per bedroom per the CNY-ASHI Septic Dye Test Protocol. No excavation is typically performed. Readily available access points will be opened but no probing or testing of septic water is typically performed. Additional sewage disposal system tests and inspections, beyond a dye test, may be available at additional cost.

2. A "Passed" designation indicates that no surfacing of inadequately treated septic water was noted and that no backup of the system was observed. No guarantee of future performance is included. No liability beyond the cost of this report is assumed for any error in judgment.

3. A "Failed" designation indicates that the primary or a secondary system did not meet the test parameters. A copy of this report may be sent to any appropriate health department authority, per their request.

4. While this test can be performed at any time and may be informative, it is considered fully valid only if the system has been in normal usage for a minimum of 30 days immediately prior to the test. Cleaning of the septic tank or significant alteration to the system design or effluent volume within the prior 30 days may also lessen the validity of this test or any retest. We therefore recommend that retesting, if necessary, be performed not less than 30 days after alteration.

5. This inspection report is not a determination of compliance of the above system with any codes applicable and enforceable at the time of installation or modification. We recommend application to the appropriate authorities (in Broome County, the Environmental Health Department) for a record search to determine compliance, if applicable.

Initial _____

Terms For Well Flow Testing:

1. The intent of a well flow test is to provide a reasonable assessment of the ability of the private well system to provide sufficient water for normal residential use. A determination of water quality is not included in this test. Water flow will be



sustained at a rate of 3 to 5 gallons per minute for a total of 300 gallons.

- 2. A "Passed" designation indicates that well water flow was sustained per the above parameters, with no significant loss of pressure or volume, and without significant clouding or silting. No guarantee of future performance is included.
- 3. A "Failed" designation indicates that the well water flow did not meet these parameters.
- 4. If well water is lost during the test, a rough determination of the recovery rate may be attempted. No determination of the depth, location, or storage capacity of the well, or the age or longevity of the pump is necessarily included.

Initial _____

Terms For The Mold Inspection and/or Testing:

The mold inspection is a visual inspection of the interior habitable areas of the house, plus the readily accessible attic, basement and crawlspaces, if applicable, and a written report of the results. The intent of the inspection is to discover areas of mold growth, or conditions that could lead to mold growth. This is a non-invasive visual inspection.

The mold inspection is a visual inspection for mold and mold conducive conditions. Mold testing may involve sampling of visible mold or air testing. Samples will be analyzed by an independent laboratory and the results reported.

There are currently no nationally recognized standards or protocols for the inspection, testing or remediation of mold. The inspection firm may recommend an indoor air sample plus an outdoor air sample to use for comparison. We may also recommend swab, tape, or bulk sampling of each individual area of visible mold growth. The amount of testing will be determined solely by the client. Separate fees are charged for the inspection and each individual test.

It is understood and agreed that this inspection will be of readily accessible areas of the building only. Concealed mold growth or concealed conditions conducive to mold growth will not be identified. The inspector is not required to remove personal property, debris, carpeting, or like materials which may limit visibility. No destructive testing is included.

The inspector cannot tell what health effects mold growth will have. Nationally recognized exposure limits have not been set. Clients are urged to consult with their physician concerning the health effects that mold may present.

Initial _____

Acceptance of Inspection and Testing Agreement

Accepted by Client:

Acceptance and understanding of the above agreement are hereby acknowledged. We authorize the inspection firm to complete the requested inspection and/or testing services, subject to the provisions of this contract.

Signature(s): _____

Date: _____

Disclosure: I hereby grant permission to forward any reports or provide information regarding any findings to the lawyers, real estate agents, seller, lenders, appraisers, or other parties, intimate to this transaction, for the purpose of clarification, or for facilitation of repairs, per their request.

(please initial) Yes _____ or No _____

Accepted by Inspection Firm:

**Keith Oberg, for Professional Home Inspection Service
ASHI Member #10402, NYS Lic. #16000006691.**

Site: