

Pre-Inspection Agreement Instructions

The **Pre-Inspection Agreement** should be filled out and returned *immediately*, as it is needed before scheduling an appointment. The **Pre-Inspection Agreement** is found on pages 2 and 3 of this PDF document.

If any info is omitted, incorrect, or difficult to read, the inspection and/or report will be delayed

Please carefully follow these steps. You can place a check mark in the after completing each step to remind yourself what you have completed.

- Print today's date after **Today's Date**.
- Print the name of the client after **Client's Name**.
- Print the full address to be examined after **Property Address**. Make sure you include the street, the city, the state, and the unit number if applicable.
- Print the fee you were quoted after **Inspection Fee**.
- Sign your name after **Your Signature**.
- Print the signer's name and address after **Signer's Name and Address**.
- Beneath **Signer's Name and Address** is an **X**. Initial after the **X** if you are authorizing discussion with the real estate sales person. Skip this step if there is no real estate sales person involved.
- At item six of the agreement, initial after **Client's Initials**. *You have completed the **Pre-Inspection Agreement**.*
- A **Client Information Sheet** must be completed even if you have provided this information to the office. **The highlighted areas are required**. Page 4 of this PDF document is the **Client Information Sheet** that needs to be completed.
- Fill in the information on where the report is to be mailed, etc. in the top section of the **Client Information Sheet**. All reports are sent via email. You can request a printed copy on this sheet. Printed copies take three or more days longer than the emailed copy.
- Payment is required at the time services are rendered. Complete the payment information in the middle section of the **Client Information Sheet** and complete the **Credit Card Information Sheet** (page 5 of this PDF document). **The highlighted areas are required**
- Scan both pages of the signed **Pre-Inspection Agreement**, the **Client Information Sheet**, and **Credit Card Information Sheet**, and email them to orders@heimer.com. If you email a scanned copy, include both a subject and written text in the body of the email. Emails with only an attachment may be treated as junk mail. Alternatively, set your fax machine resolution to fine, and fax both pages of the signed **Pre-Inspection Agreement**, the **Client Information Sheet**, and **Credit Card Information Sheet** to **631.858.5599** or **646.795.4571** (4 pages total). There is no need to include a cover page.
- Page 6 of this PDF document contains important information about the inspection.
- If you have not confirmed the appointment, you must still call and confirm. **Sending a signed Agreement is not a confirmation of an otherwise unconfirmed appointment.**

Pre-Inspection Agreement

This contract (hereinafter CONTRACT) dated **Today's Date** (hereinafter DATE) is between Heimer Engineering, P.C. (hereinafter HEIMER) And **Client's Name** (hereinafter CLIENT)

for engineering services consisting of a pre-purchase inspection (hereinafter INSPECTION) of the structure (hereinafter STRUCTURE) on DATE and a report (hereinafter REPORT) regarding the immediately discoverable aspects of STRUCTURE at: **Property Address**

hereinafter mutually identified as address of STRUCTURE, site, and exterior improvements for a total fee of **Inspection Fee** \$ (hereinafter FEE)

Signed as CLIENT, or agent for CLIENT **Your Signature** for HEIMER 

CLIENT acknowledges that the terms and conditions below and on the second page hereof are incorporated by reference herein and are agreed to be part of this agreement.

Signer's Name and Address (please print) **Signer's Name and Address**

Initial only if HEIMER is authorized to discuss INSPECTION with any real estate person present at INSPECTION or who calls HEIMER after INSPECTION. INSPECTION is subject to the following terms and conditions: IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

1. This CONTRACT sets forth the entire understanding between HEIMER and CLIENT relating to the subject matter contained in it and merges all prior discussions and agreements, if any, between them as to that subject matter.
2. HEIMER in entering into this CONTRACT and by performing service hereunder does not assume, abridge, abrogate, or undertake to discharge any duty or responsibility of CLIENT to any other party or parties. No party or entity other than CLIENT shall have any right to rely on REPORT or other representation or conduct of HEIMER or agents thereof, and HEIMER disclaims any obligations of any nature whatsoever with respect to such parties or entities.
3. REPORT represents the professional opinion of HEIMER at the time of issuance of REPORT and is furnished to help CLIENT understand reported engineering aspects of STRUCTURE. CLIENT does not and will not seek indemnity by this CONTRACT from HEIMER against any losses or damages except to the extent provided herein.
4. INSPECTION and REPORT apply only to safely accessible and observable areas of STRUCTURE and to discoverable conditions only at time of INSPECTION. INSPECTION is not a substitute for a seller's disclosure statement. INSPECTION does not include finding latent defects. Nothing in REPORT shall be deemed to imply, impute, suggest, or mean anything beyond what is specifically stated therein.
5. Prior to the signing of this CONTRACT, there has been no agreement between HEIMER and CLIENT except that HEIMER agreed to arrive at STRUCTURE for purposes of finalizing CONTRACT by presenting CONTRACT to CLIENT for signature, and, performing subsequent services only if CONTRACT is signed. HEIMER may, at its option, begin to examine STRUCTURE prior to CLIENT's signing CONTRACT to verify STRUCTURE and INSPECTION scope were accurately represented to HEIMER by CLIENT and FEE is correct. If examination of STRUCTURE begins before CLIENT arrives, REPORT will not be created until CLIENT signs CONTRACT. REPORT is for the exclusive use of CLIENT, and REPORT is not to be used by anyone other than CLIENT, even on behalf of CLIENT, for any purpose including, but not limited to, advertising or publicity material without prior written approval of HEIMER. CLIENT agrees to hold HEIMER harmless and to protect, defend, and indemnify HEIMER, its subsidiaries and affiliates and its and their officers, directors, shareholders and agents against any claim, loss, expense, liability or damage, including reasonable attorney's fees arising out of any violation by CLIENT of these terms and conditions.

Client's Initials 6. CLIENT acknowledges that this CONTRACT was available to CLIENT by computer from the HEIMER's Website prior to its execution by CLIENT. In the event of any litigation regarding any aspect of INSPECTION, the liability of HEIMER, their agents, employees, subcontractors, and stockholders (personally), is strictly limited to FEE regardless of perceived or actual errors, omissions, negligence, oral representations, breach of contract (implied, oral or otherwise), malpractice, and delay by either HEIMER, their agents, subcontractors, employees or stockholders (personally), when these result in personal, financial, or medical injury or damage to any person or persons who are (and/or may become) parties interested in (or are otherwise affected by) the contents of REPORT and/or STRUCTURE, its site, and/or site improvements. It is understood and agreed that FEE is the maximum liability of HEIMER in any event and that FEE is based on this level of liability. CLIENT is hereby notified that this limit of liability is the industry standard in pre-purchase inspections. It is agreed that no litigation may be commenced by CLIENT against HEIMER more than one (1) year after DATE. The venue for any litigation is mutually agreed to be Nassau County, New York. Should any litigation (including, but not limited to, small claims, arbitration, hearings, etc.) arise with HEIMER as a defendant as a result of INSPECTION, REPORT, or CONTRACT, it is mutually agreed that CLIENT is obligated to pay HEIMER's reasonable attorney's fees and if HEIMER'S attorney is paid on a retainer basis a reasonable attorney's fee as a partial offset to the cost to HEIMER of having an attorney on retainer for this purpose if court finds substantially in HEIMER's favor.

7. CLIENT represents that they are the only entity purchasing or with any financial or other interest in STRUCTURE. If there are additional or different entities purchasing STRUCTURE that are connected in any way with CLIENT and who have or will have a financial or other interest in STRUCTURE, or who will use the contents of REPORT to decide on purchasing STRUCTURE or how to repair STRUCTURE, said entities cannot use REPORT until they have signed a Pre-Inspection Agreement with HEIMER and have a new report issued in said entity's name. Informing HEIMER verbally or in writing of the existence of said entity does not authorize said entity to use or rely upon this report. CLIENT will hold HEIMER harmless for all costs and expenses, including judgments, court costs and attorney's fees incurred by HEIMER in defending against claims from any entity that CLIENT may have provided REPORT to and who has not executed said Pre-Inspection Agreement and who then seeks to hold HEIMER liable for any claimed breach of contract or claims based on negligence.

8. If a level of liability higher than FEE is desired by CLIENT, CLIENT should decline all services of HEIMER and refuse CONTRACT by leaving it unsigned or CLIENT can so notify HEIMER via certified mail, return receipt requested, postmarked no later than three (3) days after DATE, but prior to HEIMER emailing REPORT to CLIENT. If HEIMER is so notified and CLIENT executes a full release, then FEE will (if paid) be returned to CLIENT. It is further understood that agreement in writing and additional fees are required by HEIMER (in addition to obtaining permission and indemnity from owner of premises for certain tests and inspections) if additional liability is contracted.

9. REPORT is not a guarantee or warranty or implication that STRUCTURE meets local building, plumbing, structural, electrical, and zoning codes or ordinances.

10. INSPECTION does not include checking fire detection systems, carbon-monoxide detection systems, or other safety, alarm, or detection systems.

11. INSPECTION is principally of the functions of the elements and/or components of STRUCTURE and not the cosmetic appearance. HEIMER's statements of condition (such as "acceptable", "poor", etc.) mean the condition only as that condition relates to immediate function.
12. REPORT is to be read by CLIENT in its entirety. If CLIENT has any questions regarding REPORT, CLIENT will notify HEIMER in writing before making firm decisions and/or undertaking expense or commitment.
13. INSPECTION and REPORT specifically relate to STRUCTURE and do not include outbuildings, other exterior additions, the grounds, trees and shrubs, grass, structures, or appurtenances, except as agreed or provided by HEIMER in CONTRACT. INSPECTION is specifically of STRUCTURE viewing STRUCTURE from positions exclusively on the subject property or nearby safely accessible public roads. Many of the INSPECTION limitations cannot be known until INSPECTION is completed and REPORT prepared. A more extensive set of limitations is disclosed in REPORT.
14. INSPECTION is a one-inspector, walk-through visual inspection using normal layperson controls in STRUCTURE (such as wall switches, faucets, thermostats, etc.). INSPECTION does not include use of technician or mechanic's controls such as circuit breakers, furnace aquastats, etc.; INSPECTION does not include climbing ladders, crawling or walking across attics without flooring, or crawling in spaces where the headroom is less than four (4) feet.
15. INSPECTION is a walk-through visual inspection. HEIMER reports what is found based on the visual discoverable conditions. INSPECTION does not include finding latent defects. In the event HEIMER has to return to STRUCTURE to complete INSPECTION or REPORT because of unforeseeable circumstances, CLIENT is responsible to obtain additional access to STRUCTURE for HEIMER during normal business hours. HEIMER has no obligation to develop or deliver REPORT to CLIENT until such additional access is obtained.
16. Properties of the atmosphere in and around STRUCTURE are not checked chemically, biologically, or otherwise as part of INSPECTION. Impurities, gas content, carbon monoxide and/or other noxious gases, moisture content, mold, mildew, radon and other radioactive elements, suspended particles, carcinogens, unhealthy characteristics, or other environmental characteristics are not checked. CLIENT should have an environmental consulting firm check for environmental issues.
17. Although STRUCTURE, components, or equipment may be in good condition at the time of INSPECTION, that condition may change thereafter. REPORT is not a guarantee, warranty, or policy of insurance regarding STRUCTURE.
18. REPORT (including the Wood Destroying Insect Infestation Inspection Report and any other report HEIMER may issue) encompasses the entire results of INSPECTION. CLIENT should not form conclusions regarding STRUCTURE or aspects thereof that are not stated in REPORT except at CLIENT's own risk. If CLIENT wants HEIMER's REPORT in a format different from HEIMER's customary format, the time to change REPORT is billable at \$335 per hour, with a two-hour minimum. If REPORT is transmitted to CLIENT over the Internet, HEIMER assumes no liability if CLIENT is unable to download, view REPORT in the correct type size, or read the electronic version of REPORT.
19. If CLIENT wishes an additional inspection of any area of STRUCTURE, or any device or appliance that is not specifically inspected at INSPECTION, CLIENT should contact HEIMER to determine the feasibility and the additional fee. The terms and conditions of CONTRACT apply to all subsequent services provided to CLIENT, including services at any other address or location.
20. HEIMER may take photographs during INSPECTION. The photographs are used in the preparation of REPORT, but are not included in REPORT. The photographs are not available to CLIENT. HEIMER will not provide photographs to CLIENT, any appraiser, mortgage agent, real estate agent, the seller, or any other third party for any reason except pursuant to lawful court order or subpoena.
21. Should CLIENT, or any buyer or entity disclaim authority of CONTRACT signer to act as agent of CLIENT or any or all buyers, then the signer of CONTRACT herein indemnifies HEIMER for all costs, damages, judgments, and expenses incurred by HEIMER, including attorney's fees and claims that would normally be prohibited pursuant to this agreement, regarding any claims against HEIMER made by CLIENT or any buyer or entity that relies on REPORT or other representation or conduct of HEIMER or agents thereof, including the costs, expenses and attorney's fees incurred to enforce this clause. CLIENT shall indemnify, defend, and hold harmless HEIMER against all third party claims arising out of, or in any way related to, performance of HEIMER, INSPECTION, or REPORT including any judgments and attorney's fees incurred by HEIMER to defend against such claims.
22. The payment terms are NET CASH. Payment of FEE (by check, credit card, money order, or cash) will be rendered upon completion of INSPECTION and prior to release of REPORT to CLIENT. If INSPECTION is cancelled following the arrival of HEIMER at STRUCTURE, one-half of FEE is due and payable at the time of cancellation. If INSPECTION is stopped for any reason, FEE is due and payable at the time INSPECTION is stopped. Any additional services requested by CLIENT are billable at \$335 per hour, with a two-hour minimum. CLIENT agrees to pay HEIMER'S reasonable attorney's fees involved in the collection of FEE. If CLIENT disputes FEE paid by credit card with the credit card issuer, provides HEIMER an invalid credit card number in payment of FEE, stops payment on a check used to pay FEE, or pays FEE with a check from a closed checking account, CLIENT agrees to pay HEIMER reasonable attorney's fees plus up to \$1,500 in other expenses in addition to FEE to cover HEIMER'S expenses in collecting FEE.
23. This CONTRACT shall be construed and enforced as a contract in accordance with the laws of The State of New York without regard to its conflicts of law provisions. In the event CLIENT alleges a claim of breach of contract or warranty or for a negligent or grossly negligent inspection, CLIENT agrees to notify HEIMER in writing via certified mail return receipt requested within ten (10) days of becoming aware of any alleged problem with INSPECTION or REPORT and CLIENT shall provide HEIMER with ten (10) working days to re-inspect STRUCTURE before the client repairs or replaces the subject of the claim. If CLIENT fails to so notify HEIMER in either or both such events, CLIENT agrees that all rights to bring an action or actions against HEIMER are terminated and/or waived.
24. All notices sent or served shall be sent to HEIMER at 2171 Jericho Turnpike, Suite 230, Commack, NY 11725-2947, and not to any other address. In the event of a refund of FEE or portion thereof, or any other sum, such refund shall be a full and final settlement of all present and future claims and causes of actions based on INSPECTION, and HEIMER shall be thereupon generally and fully released.
25. If HEIMER is requested by CLIENT or subpoenaed by CLIENT or adversary of CLIENT in any litigation involving a third party, where INSPECTION, REPORT, STRUCTURE, notes on INSPECTION and/or REPORT preparation, a court appearance, deposition, or other time for which HEIMER is usually compensated is sought, CLIENT shall pay HEIMER'S prevailing litigation rates or \$6,000 per day or portion thereof, whichever is less, or obtain a protective order prohibiting said adversary or third-party from obtaining appearance, services, or information at CLIENT'S sole cost and expense. If HEIMER is subpoenaed as a fact witness, professional fees will be due as if HEIMER was retained as an expert witness.
26. If any provisions (or provision clauses) of this CONTRACT shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions (and provision clauses) shall not be affected or impaired thereby. Facsimile and scanned copies shall be treated as original documents for all purposes. Initials shall be treated as signatures for all purposes.
27. The employee who signs this document on HEIMER's behalf can only bind HEIMER to this agreement without changes to the pre-printed language. CLIENT agrees that any changes to the pre-printed language contained herein may only be accepted by HEIMER in a separate document signed by an officer of HEIMER. Extra instructions written by HEIMER, HEIMER's employees, CLIENT, or anyone else on this agreement are not part of this agreement unless accepted as such in a separate agreement signed by an officer of HEIMER.
28. Unauthorized reproduction or alteration of REPORT or any part thereof, without express written permission of HEIMER, is a violation of law and is prohibited. No part of REPORT may be reproduced or utilized in any form or by any means, electronic or mechanical, including photocopying, recording or by any informational retrieval system, without permission in writing. All rights are reserved by HEIMER.
29. The information in REPORT is fully restricted for use exclusively by CLIENT and/or HEIMER. No rights regarding extension of the use of REPORT is granted to assigns, successors, or others, nor is reliance upon REPORT by any other individual corporation, company, or other entity granted without the express written permission of HEIMER. By accepting REPORT and/or using REPORT and/or relying upon contents of REPORT, and/or paying for REPORT, CLIENT accepts the terms, notes, disclosures, conditions, inspection limitations, liability limitations, and general limitations specified therein. CONTRACT is not assignable without prior written consent of HEIMER. Any attempt to assign any of the rights, duties, or obligations of CONTRACT without such consent is void.



2171 Jericho Turnpike, Commack, NY 11725
www.heimer.com • Info@heimer.com

Licensed Professional Engineers

516.487.2100 • 718.544.3000
212.563.4777 • 631.858.5500
914.576.6100 • 718.227.5000
800.605.1500 • 845.638.4900

Client Information Sheet

Fill out this page *before the end of the inspection* and hand it to the Engineer. This is not an agreement to perform the inspection. Inspections are subject to a pre-inspection agreement, available at www.heimer.com/go/Inspection-Agreements.html. If you are not going to be at the inspection, scan and email this completed form to Info@heimer.com, or fax the form to **631.858.5599**. Information is confidential and is subject to Heimer Engineering's privacy policy. **The highlighted areas are required**

If any information is omitted, incorrect, or difficult to read, your report will be delayed by one or more days

Your Info	Your Name	_____
	Your Phone Number	_____
	Your Current Mailing Address	_____
	Your Email Address	_____
Payment Info	Payment is required at the time of the inspection. Fill in how payment will be made below	
	<input type="checkbox"/> Credit card. Fill in the credit card information sheet. Information from a previous inspection cannot be reused. <input type="checkbox"/> Credit card. My credit card information was provided when the order was placed. <input type="checkbox"/> Check made out to Heimer Engineering PC <input type="checkbox"/> Cash	
Property Info	Address of the property inspected	_____
	The inspection report will be emailed to you and your Attorney. Please make sure that we have the correct email addresses, and that all email addresses are readable.	
Attorney Info	Fill in information on your Attorney information below	
	<input type="checkbox"/> I do not have this information with me. I will email it to Info@heimer.com within the next 24 hours. <input type="checkbox"/> I have not yet selected an Attorney. <input type="checkbox"/> I do not want the report emailed to my Attorney at this time. <i>Do <u>not</u> fill in any information below.</i>	
	Attorney's Name	_____
	Attorney's Email Address _____ Attorney's Phone Number _____	
	Attorney's Firm Name _____	
Control ID - <small>Office Use Only</small>		This document contains proprietary and confidential information. It is prohibited to release this document or the information it contains without authorization. Information in this document is subject to Heimer Engineering's privacy policy.

Your Signature X _____ **Today's date** _____



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Credit Card Information

Fill in this information ONLY if paying by credit card. This information is on a separate sheet to help protect the security of your credit card information. **This document will be shredded after processing payment.** If you are not going to be at the inspection, scan and email this completed form to Info@heimer.com, or fax the form to 631.858.5599. The amount billed to the credit card is shown on the pre-inspection agreement. **Highlighted areas are required**

If any information is omitted, incorrect, or difficult to read, your report will be delayed by one or more days

Cardholder	Name as it Appears on Credit Card First and Last Name Required _____
	Master Card, Visa, or Discover use MC, VISA, Discover box. American Express use American Express box
	Master Card – Visa – Discover (<i>American Express see below</i>) Print all information clearly
MC, Visa, Discover	Card Number _____
	CVV Security Code (from <u>back</u> of card) _____
	Master Card, Visa, Discover Expiration Date: Month _____ Year _____
American Express	American Express (<i>Master Card – Visa – Discover see above</i>) Print all information clearly
	Card Number _____
	Security Code (from <u>front</u> of card) _____
Billing Address	AMEX Expiration Date: Month _____ Year _____
	Credit Card Billing Address Information This information should be filled in even if you have already provided it to us.
	Phone Number (to contact you if there are difficulties processing the card) _____
Client	Credit Card Billing Address _____
	Credit Card Billing City and State _____
	Credit Card Billing Zip Code _____
	Client's Name _____
	Address of Property Inspected _____
	Control ID _____ <i>Office Use Only</i>
	This document contains proprietary and confidential information. It is prohibited to release this document or the information it contains without authorization. Information in this document is subject to Heimer Engineering's privacy policy.

This is not an agreement to perform the inspection. Inspections are subject to a pre-inspection agreement, which is available at www.heimer.com/go/Inspection-Agreements.html.

Your Signature X _____ **Today's date** _____

Stop and Read This Important Inspection Information Now

Background: This inspection is being performed by a State of New York Licensed Professional Engineer from the staff of Heimer Engineering PC. All of our Engineers carry State of New York photo IDs. The firm has inspected over 85,000 homes and buildings since 1968. Heimer Engineering performs home, building, condo, and co-op inspections throughout all five boroughs of New York City, Long Island, Westchester County, Rockland County, and Putnam County.



Procedure: The Engineer starts with a few questions and then proceeds with the inspection. The typical inspection sequence is the outside, the basement, and the levels of the building. During this time, the Engineer collects data. Before conclusions are drawn, the Engineer must complete collecting data. Do not expect the Engineer to answer questions before collecting and analyzing the data. All home, building, condo, and co-op Inspections are subject to a written agreement available at www.heimer.com/go/Inspection-Agreements.html.

After the inspection, the Engineer provides a verbal summary and an on-site report (if you are at the inspection). The verbal summary and on-site report are not substitutes for the written report. The written report includes detail that is not possible in the verbal summary or on-site report. **Place your cell phone on silent during the verbal summary.**

Keep Interruptions to a Minimum: Do not distract the Engineer. Distractions increase the risk of missing an important issue. Make sure the owner, real estate broker, and anyone else present is aware of the need to allow the Engineer to examine the site without distraction.

Your Safety: If you choose to accompany the Engineer during the inspection, **stay several feet back.** This is for everyone's safety. Remain at least five feet from the Engineer should he climb a stepladder. It is unsafe to follow the Engineer into restricted spaces such as attics, crawl spaces, and spaces packed with stored materials. It is dangerous to turn on anything that the Engineer is examining, or to help the Engineer open any door, window, or cover. It is unsafe to assist the Engineer while he is examining any appliance. Make sure that the owner, the real estate broker, and anyone else present is aware of these safety issues.



Questions: Alert the Engineer to any questions before the inspection begins. You can ask questions during the inspection, but **do not expect the Engineer to answer the questions until the end of the inspection.** It is important that the Engineer have as much information as possible before answering questions. The Engineer cannot answer questions such as "Should I purchase this", "How much is it worth", "Is it a good school district", etc. **Do not ask the Engineer to comment "off the record".**



Access: The Engineer will examine safely accessible and observable areas. **Make sure that stored material that is blocking attic, crawl space, or roof access hatches is relocated to allow the Engineer safe access.** The Engineer is prohibited from moving furniture, stored material, pictures hanging on a wall, personal property, etc.

Utilities: The Engineer is not permitted to turn on water or gas, activate electrical services, or turn on equipment that has been shut down. Some equipment (for example, whirlpool tubs) must be activated by the homeowner or broker. When utilities are off, the Engineer will assess the condition, age, and other aspects of the equipment.

Apartment Condos and Co-ops: Access is often denied to common areas by management policy. At the beginning of the inspection, please advise the Engineer if access to common areas is permitted.



Follow Through: After reading the written report, you may have questions. Call **800.605.1500** during normal business hours, or send an email to Info@heimer.com. Include your phone number in any messages left. **We are happy to answer your questions after the inspection.**