



# CENTURION Home Inspections Incorporated

Office: \_\_\_\_\_

(If no Office is shown above, please mail to:  
25 Dahlia Drive, Mahopac, NY 10541)

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property Location:

The following is an exact copy of our terms and conditions of inspection. Receipt and acceptance is hereby acknowledged.

Start time: \_\_\_\_\_ End time: \_\_\_\_\_ Client's signature \_\_\_\_\_

Delivery:

\_\_\_\_ By mail \_\_\_\_\_ 20\_\_\_\_. Please sign and return one copy. Thank you.

\_\_\_\_ Personal \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_

This inspection does not contain *complete* information as to the condition of structure or systems, but is a *limited* inspection based on visual observations of the exterior of structure and systems. This inspection and the opinions offered in this report are rendered solely and exclusively for our client, as designated above. They are not transferable to anyone else, whether party to this transaction or not. Should this report be sold or transferred to another party, all opinions are null and void and Centurion Home Inspections Incorporated disclaims any and all liability which may result from this report and the opinions contained therein. Although we stand behind the accuracy of all the statements and observations made in this report, we do not provide a general warranty or guarantee of the condition of the building. Centurion Home Inspections Incorporated is not responsible or liable for problems which cannot be reasonably discovered in a limited inspection. Please read carefully our definitions and terms and conditions of inspection as printed on the reverse of this page and continued pages. These are critically important. If any of these statements are unclear or result in misunderstanding on your part please contact us immediately. Furthermore, if there are any unclear statements made by us in our inspection report on the condition of the building inspected that require further explanation or clarification, or that you do not agree with, please contact us immediately.

It is also a condition of our inspection that, should you uncover any defect in systems or structure that you feel should have been discovered or predicted by this Company, under the terms and conditions as recited herein, that NO CORRECTIVE ACTION OF ANY NATURE be undertaken by you until such time as the Company has been afforded the opportunity to investigate the problem. Notification must be made to the Company, in writing, immediately upon your becoming aware of any such problem where you feel the Company should bear any responsibility, but no later than thirty days after closing on the property. Any and all liability is limited to the cost of the inspection. The Company agrees to respond to you within 10 days of receipt of such notification.

**Our inspection has been performed for our Client, as designated above, whether instructions were received directly from said Client, or from said Client's designee, such as an Attorney or Real Estate Broker. If instructions to perform this inspection were received from a designee, we reserve the right to either address or copy both our report and invoice to such designee without confirmation from said Client.**

Our fee for this inspection is (as quoted). This fee constitutes payment for our opinion of the property inspected and under the terms and conditions of this report. It does *not include* payment for other services that may be performed at the time of the inspection. Payment is required before delivery of this report, either to our Client or designee in person, via facsimile, or to a United States Post Office.

**A Consumer Protection Service**

## GENERAL TERMS & CONDITIONS

Our inspections are restricted to visible, accessible components. They are made by line of sight observation only from ground or floor level. Our inspections are restricted very specifically to those components specifically described in our inspection report and with no implied inspection or review of other components or any part of them. **Any item not specifically mentioned in this report was not part of our inspection.**

Our inspections exclude hidden sections of components and systems, either within or without buildings, which include but are not limited to: waste systems either public or private; underground water lines, pipes or equipment; concealed plumbing, wiring, vent pipes, ductwork, and chimney flues, except to the extent visible from fireplace fireboxes without the use of specialized equipment; exterior foundation walls and footings; footings below basement floors and support columns.

Our inspections are made without: dismantling; removing secured covers; opening locked doors; moving or removing furniture or personal belongings; lifting or moving carpeting, rugs or other floor coverings; making holes; removing or opening walls, ceilings, floors or like structure; testing using specialized equipment or which would require damaging of premises by mechanical, chemical or other means; removing snow, ice, leaves, debris, litter, equipment or materials; excavating ground; any act that would disturb, deface, mar, or in any way change, damage or alter structure or systems, even in a minor way.

Our inspections of so-called Town or Row house units, either being purchased separately or as condominiums, are restricted to the unit itself, without examination of any adjoining structure for any purpose, whatsoever. This includes refraining from full examination of party or firewalls, from both a structural and safety standpoint.

Our inspection of units within a single building, usually purchased as a condominium or a co-op, are restricted to the unit itself and as visible from within. Our inspections include, to the extent possible as made available and as agreed to prior to the inspection, those overall, general structural and mechanical components such as basement area, attic and roof, hallways, exterior facade, electrical, plumbing, heating and waste systems. **Not included in our inspection, is a determination of adequacy of such systems in regard to their overall utilization by all occupants.**

Our inspections **do not include**, not should they imply, a review for compliance or non-compliance with any Code, Regulation, Law or Ordinance, State, Local or Federal, unless we are specifically contracted to perform such inspection and observations are specifically referred to in our inspection report. If contracted to perform a Code compliance report, we disclaim any responsibility for failure to discover any non-compliance conditions. If a non-compliance condition is detected and noted **in our regular report**, this does not infer or imply that our inspection included a full review of all Regulations, Codes, Laws or Ordinances.

Our inspections do not include nor should they imply a determination as to the quality of any building material or system, unless specific reference is made of this in our inspection report.

Our inspections do not include testing for or a determination of the presence of hazardous materials or contaminants within or without structural cavities, including but not limited to asbestos, Urea Formaldehyde Foam insulation, Cellulose insulation, noxious or combustible fumes, pesticides, radon gas, water pollutants, electromagnetic fields, etc. Defective wiring, plumbing or heating components, which are contained within structural cavities or otherwise concealed is also excluded from this inspection.

Our inspections are performed on an opinion only and best effort basis by a single inspector, **unless otherwise contracted for**, and for prior and agreed upon fees and time frames. Reasonable, prudent visual examinations are made of structure and systems, taking into consideration the fees and the time frames established. It should be specifically understood that intense, detailed analysis, testing and examination, utilizing specialized equipment and calling for Specialists in each discipline are not part of our normal inspection. All opinions expressed are based on visual examination only and **DO NOT** involve engineering calculations or testing of any nature.

Conclusions which are drawn are based on the inspector's experience and comparison to other comparable structures and systems in accordance with accepted trade standards and practices and are in **no way to be considered engineering studies.**

The scope of this inspection and report does not include estimates of cost of repairs, which would be required to correct conditions noted in this report. In order to obtain such estimates, it will be necessary to prepare detailed plans and/or specifications for each trade and to secure competitive bids from at least three contractors in the specific trade.

Our inspections are performed and rendered as of a specific moment in time, on a best effort basis and under conditions prevailing at the time, including but not limited to, climate, actions of occupants, owners or others, unavailability or non-visibility of areas normally visible.

Our inspections do not include an attempt on our part to determine whether there is any evidence of misrepresentation, concealment, failure to disclose, fraud, or any other similar action, by sellers, occupants, buyers, real estate persons or others, whether party to the transaction or not, that would provide for remedies against such persons under State or Federal consumer protection or other laws.

It should be specifically understood that the conditions of structure and systems can materially change in condition, fail, incur damages, from the time of the inspection to any time in the future. This change in condition can result from normal wear and tear, as well as Outside Perils, defined elsewhere in this report. **It is a condition of our inspection that you examine the condition of structure and systems, upon taking possession of the building, and that you notify us IMMEDIATELY if there is any significant change in condition from that described in our inspection report.** Should there be a significant change, of any nature, we will agree, to the extent of our ability and without assuming any liability for such changes, to offer testimony, including Court appearances, on your behalf, in any action you may wish to take against previous owners, occupants or others. Our testimony will be strictly limited to change in condition. We reserve the right to assess fees for such services, if we deem them necessary. This will be solely at our discretion, but upon prior agreement with you.

Although, as part of our inspection, we check for visible evidence which would indicate dampness or water penetration, our inspections do not include determination, and we disclaim responsibility for establishing evidence of current or past existence of dampness, seepage or water penetration. Further, we do not offer any prediction as to the possibility of such an occurrence. Conditions precluding such determination include, but are not limited to, concealment with paint, mortar or other applied materials; panelling, drywall or like materials; personal possessions, debris or storage; natural evaporation, particularly in areas subject to high temperatures; generally warm weather conditions; prolonged periods of dryness, cold or freezing weather; unusual conditions of snow, ice, rain, driving rain or snow, floods, windstorms; unknown changes in site conditions, including diversion or existence of underground water or streams; clogged drywells or drainpipes; diversion of drainage toward building; shortened projected life span of materials caused by debris or inadequate ventilation as caused by overhanging trees, vegetation, shrubbery or other conditions; a high water table, existing diverted or newly formed; a flood plain; improper drainage design; poor workmanship of any nature; structural or settlement cracks, either existing or newly formed; improperly sealed joints between foundation walls and basement floor; mortar or concrete deterioration; porous mortar; concrete or other building material purported to be waterproof; cracks in basement floor, either existing or newly formed; improper, inadequate or lack of waterproofing on exterior foundation walls and footings at the joint between wall and footing; removal, clogging or improper pitch of gutters and leaders; deterioration of gutters and leaders; lack of adequate leader extensions; improper or lack of flashing not readily determinable without removal of roofing material or siding; below grade siding, doors, windows, or roofing material including improper installation of these; or any Act of God, outside perils, or forces beyond anyone's control as recited elsewhere in this report.

## GENERAL TERMS & CONDITIONS (Continued)

We disclaim any responsibility for forecasting occurrence of settlement or structural cracks, or whether existing settlement cracks will become structural cracks; or for the existence or forecasting of conditions that will cause or create settlement or structural cracks like incorrect chemical content or ingredients in concrete, mortar or stucco; the pouring, curing, mixing or application of such materials in improper weather; improper workmanship associated with such pouring, mixing or application; as well as improper installation or faulty manufacture of brick, concrete blocks, or other like materials; improper installation of sheetrock, wallboard or other so-called interior sheathing; improper manufacture of such interior sheathing; improper or absence of structural components supporting such materials, such as footings, foundation, support columns, walls and framing; aging of structural materials and construction; shifting of ground; diversion of underground water or streams; improper drainage; freezing and ice conditions; or from the results of actions and conditions listed under **"Outside Perils"** in this report. Further, as noted above, we disclaim any responsibility for determining existence, current or past, or for predicting the possibility of water penetration, dampness, or seepage which could have been the result of the above factors or occurrences.

Our inspections of fireplaces, fireboxes, chimney flues, smoke stacks, vent stacks and similar installations are limited to areas visible and without dismantling in any way, without utilization of cleaning equipment to establish conditions of interiors, without utilization of specialized equipment like mirrors or techniques like sealing such areas and activating smoke bombs to determine leakage.

In the course of our inspection, we do not activate electrical, fuel or water systems if they have been shut off at their source. If such systems have not been activated, our inspections are performed on a restricted, highly qualified basis. If such systems are operative, our testing is restricted to whatever minimum activation is necessary in order to establish basic operating condition. No systems are put through extended cycles of any nature, unless specifically contracted for. Furthermore, testing is only performed on those systems that will respond normally or prevailing temperature, humidity and general climate conditions at the time of inspection. Systems known to be, or appearing to be faulty or defective, are not tested.

Our inspections do not include determination of the adequacy of any system with regard to personal comfort needs, nor do our inspections include any determination of the efficiency of any system with respect to energy usage.

Our inspections do not include testing or any other means of determining the adequacy, efficiency or condition of smoke/fire alarm systems or units, burglar alarm systems or units, intercommunication systems, or the like.

Our inspections of waste systems, either Municipal or private (cesspools, septic, or other) are restricted to observation of external, visible signs of malfunction. No attempt is made to locate or examine such systems by any means, including removal of earth or traps. No attempt is made to determine soil content servicing drainage fields. Furthermore, no attempt is made to determine the extent of past usage or non-usage, and therefore we disclaim any liability for failure to determine whether, because of non-usage in the past, there appears to exist an adequately operating system, whereas, upon activation the system fails or malfunctions because of inadequate or clogged leaching fields, drainage lines, distribution boxes, holding or leaching tanks; inadequate soil conditions; disintegration or disconnection of lines; or any other factors hidden beneath grade; or because the tanks have been pumped recently or excessively in the past without notification.

Our inspections do not include determination of adequacy of water supply from Municipal sources or wells.

Our inspections do not include examination of equipment and systems owned by Municipalities, Utility Companies, or others.

## ROT, WOOD DESTROYING INSECTS

This company is not a licensed pest control company or exterminator. Our inspection for rot or existence of wood destroying insects is a preliminary one done in conjunction with our prime responsibility, that is, examination of structural condition. We emphasize that rot or infestation often remains invisible to the naked eye, and therefore establishment of such conditions is often not readily apparent. As with an inspection by a pest control company or exterminator, our method of detecting the existence of rot, termites or other wood destroying insects is made by visual inspection of readily accessible areas. No inspections are made by probing, breaking apart, defacing, marring, dismantling, removing or moving, or any actions that would be necessary to inspect non-accessible, non-visible areas. Areas visible, but remote, are inspected, where possible, by line of sight only and at the respective distance. Although infestation or rot could have been in existence, or was in the process of establishment, but because our inspection was made under conditions recited herein, we disclaim any liability, expressed or implied, as to such existence or absence thereof.

***WE EMPHASIZE THAT YOUR ONLY ASSURANCE OF ARRESTING OR PROHIBITING INFESTATION, WHETHER CONCEALED OR DISCOVERED, IS TO OBTAIN TREATMENT AND A WARRANTY FROM A STATE LICENSED PEST CONTROL COMPANY.***

If you wish further information on the control and treatment of rot and wood destroying insects there are a number of publications printed by the United States Department of Agriculture and the United States Department of Housing and Urban Development. Publications are available through the United States Government Printing Office, Washington, DC 20402.

## PREVENTIVE MAINTENANCE, INSURANCE, WARRANTIES OF OTHERS

As emphasized herein, our inspections are performed on an opinion only and best effort basis, as of a given moment in time, and under conditions prevailing at the time. Condition of structure and systems can change substantially, and often in the absence of any way of determining this.

For any opinion of condition to remain valid, to the extent possible prudent care and protection is required. This requires you to:

1. Carry maintenance agreements issued by reputable, licensed Contractors on your heating and cooling systems, as well as on all appliances, both kitchen and laundry, and on units like window air conditioners, auxiliary heaters, humidifiers and dehumidifiers.
2. Carry Homeowner's Insurance, with expanded coverage Special Form HO-3, or comparable coverage.
3. Obtain all warranties issued or purchased by the original Builder on both mechanical systems and structure (including roofing material). **NOTE:** Certain States require issuance of such warranties on new construction. Certain Builders make a practice of issuing such warranties. It is our understanding that warranty periods extend up to 10 years.
4. Obtain all warranties issued by Builders, Contractors and Manufacturers on electrical, plumbing, heating and cooling systems, as well as on all appliances covered in (1) above; and on structural and systems repairs, alterations, additions, and replacement (including roofing material and septic systems).
5. Obtain any warranty issued by a Pest Control Company or Exterminator. Also see section in this report on Rot, Wood Destroying Insects.
6. Obtain the original, or a copy of, the Certificate of Occupancy issued by the Municipal Building Inspector or appropriate Municipal Official or Department, for original structure as well as all additions and changes in structure occupancy.
7. Obtain a transcript from the Municipal Building Inspector or appropriate Municipal Official or Department of any existing Code violations, particularly as they apply to structure, systems, health or occupancy.
8. Perform periodic maintenance and checks, such as but not limited to: cleaning gutters and leaders; painting; resealing of flashing areas; pumping tank or cleaning pit on private waste disposal systems; annual cleaning and tune-up on heating systems; treatment and repair of all rotted areas; cleaning fireplace flue; pointing of mortar joints; treatment of infestation; periodic water test on private water supplies; etc.

## DEFINITIONS

Our inspection and reporting of condition of structure and systems is understood to be limited to those parts and components normally associated with, and contributing to, the fundamental stability of structure and basic operating condition of necessary systems.

The term "**component**" refers to either a structural or a mechanical unit.

The age of structural components and mechanical systems cannot always be accurately determined. Although our inspection may determine the structure and systems are sound or satisfactory, we emphasize the qualification that this must take age into consideration.

**OUTSIDE PERILS**-These include Acts of God, forces beyond one's control, or other similar references; referred to in our reports as "outside perils" include, but are not limited to damages from: effects of current, or introduction of new or amended Local, State or Federal Codes, Regulations Laws or Ordinances; enemy attack; invasion; insurrection; war; civil war; undeclared war; order of any civil authority; riot; civil commotion; rebellion; revolution; warlike acts by military forces or personnel; seizure by military, local State or Federal police or law enforcement agencies; aircraft, including self propelled missiles and spacecraft; vehicles; nuclear hazard; discharge of weapons, accidental, warlike, for civil control, or with malicious intent; intrusion by unauthorized persons; vandalism; and, malicious mischief or acts by owners, occupants or others.

Also included are damages from the effects of: chronic water conditions; water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through walls or through a building, sidewalk, driveway, foundation, basement floor, or other structural component; surface water; tidal water or waves; waves; salt air, or spray from the foregoing, whether or not driven by wind; freezing; fire; flood; wind; water; lightning; mud; earthquake; earth sinking, rising, or shifting; ice; snow; sleet; explosion; theft; falling objects; weight of ice, snow, or sleet; settling, cracking, shrinking, bulging, or expanding of a building or structural components therein; accidental discharge or overflow of water or steam; sudden and accidental tearing asunder; burning; artificially generated electric current; power interruption; explosion; breakage; breakage from glass; overflow of a body of water; and, water or sewage which backs up from drains or sewers.

The term "**structure**" is restricted to those major components required in constructing a building. Included, and to the extent specified hereafter, are foundation walls, support members for flooring, exterior and interior load bearing walls, the attic and roof structure.

The term "**settlement crack**" describes a condition of minor importance found in concrete and masonry construction as well as various building materials such as drywall and plaster. Components which may contain settlement cracks include foundation walls, basement and garage floors, patios, entrance platforms, steps, walks, driveway, slab construction under various types of buildings, exterior walls and interior walls and ceilings. Settlement cracks are normally the result of differential settlement of soil below.

The term "**structural crack**" describes a condition in which there is a weakness in the particular component described that could result in further weaknesses in members requiring support from the component in question. Structural cracks are more serious than settlement cracks.

Both settlement cracks and structural cracks can permit water penetration and radon entrance, particularly in below grade areas.

The term "**mechanical**", "**mechanical systems**" or "**systems**" are restricted to those major systems necessary for a building to be habitable. Included, and to the extent specified previous, are electrical, plumbing, waste, heating and air conditioning; and only as the latter two are required under certain climatic conditions. Also included are basic appliances; specifically a refrigerator, a range, a dishwasher, a clothes washer and dryer.

The term "**sound**" is generally restricted to major structural condition. This description indicates that the building is withstanding the test of time, that it has not materially shifted or altered its position so as to make the building uninhabitable, that any correction of condition would not be considered major. This term recognizes that construction was done in accordance with accepted standard of the era; that the structure continues to meet basic criteria, although not necessarily in conformance with current methods or Code; and that normal, reasonable maintenance expenses only, will be necessary to maintain the structure. Sound condition of exterior sheathing, windows, doors, roofing shingling and flashing does not imply that leakage will not occur. Minor, non-damaging occurrences and repair are not included in this definition.

The term "**satisfactory**" is generally restricted to the condition of major mechanical systems and appliances. This description indicates that the system described was functioning properly at the time of inspection, with no visible or apparent indication of the possibility of failure or malfunction; and that normal, reasonable maintenance expenses only, will be necessary to maintain the system. Minor malfunctions or repairs are not included.

The term "**marginal**" may refer to either major structural or mechanical systems. This description indicates signs of deterioration; that the life of the component described has been shortened by wear and tear; that natural aging has taken place and the component is reaching the end of its useful life; that the component described is on verge of breakdown or that there are signs that breakdown should be anticipated at any time; that there are indications of non-professional installations or repair which are contributing or have contributed to such a condition; or there are potential safety hazards.

The term "**unsound**" generally refers to structural condition. The term "**unsatisfactory**" generally refers to the condition of mechanical systems. However, these terms may be interchangeable. Usage of either term indicates that there are immediate repair or replacement requirements; that there is an inoperable condition; a high probability of major expense; a fully defective component; a dangerous situation; a component beyond useful life; or that there are indications of non-professional installation or repair contributing to or causing such a condition.

**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.**