

# DBB Home, LLC

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6071 Holly Ln

Farmington NY 14425-7042

Inspector: D. Bret Burrows

State of New York Home Inspector #16000067023



## Summary

Client(s): **Anonymous Client**










Property address: **Rochester, NY Area**

Inspection date: **Monday, October 23, 2017**

This report published on Friday, January 05, 2018 4:00:45 PM EST

DBB Home, LLC provides a summary page of some of the more serious the findings of the report for quick access in a real estate transaction where time is of the essence. By reading through the entire report you will have a more accurate assessment of the condition of the property as a whole and what it will take to maintain it in good working order. If you have any questions please contact me directly. I will be happy to answer any questions you may have.



Concerns are shown and sorted according to these types:

	Safety	Poses a safety hazard requiring immediate attention
	Major defect	Correction likely involves a significant expense
	Replace/Remedy	Recommend replacing/remediating the item or component
	Repair	Recommend repairing item or component
	Minor defect	Correction only involves a minor expense
	Maintain	Recommend ongoing maintenance to prolong the life of item/component
	Evaluate	Recommend evaluation of item or component by a specialist
	Monitor	Recommend monitoring item or component in the future
	Comment	For your information

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## General Information

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1   - Structures built prior to the mid 1980s may contain lead and/or asbestos. Lead is commonly found in paint and in some plumbing components. The EPA does not recognize newer coats of paint as encapsulating older coats of lead-based paint. Asbestos is commonly found in various building materials such as insulation, siding, and/or floor and ceiling tiles. Laws were passed in 1978 to prohibit usage of lead and asbestos, but stocks of materials containing these substances remained in use for a number of years thereafter. Both lead and asbestos are known health hazards. Evaluating for the presence of lead and/or asbestos is beyond the scope of this inspection. Any mention of these materials in this report is made as a courtesy only, and meant to refer the client to a specialist. Consult with specialists as necessary, such as industrial hygienists, professional labs and/or abatement specialists for this type of evaluation. For information on lead, asbestos and other hazardous materials in homes, visit:

<http://www.reporthost.com/?EPA>

<http://www.reporthost.com/?CPSC>

<http://www.reporthost.com/?CDC>

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## Roof

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6 🧑🔧 - Flashings at the base of one or more chimneys were deteriorated and/or missing counter flashing. Leaks can occur as a result. This is a conducive condition for wood-destroying organisms. Recommend that a qualified contractor evaluate and repair as necessary.



Photo 6-1  
Lower roof chimney flashing is heavily caulked. No leaks at time of inspection, but visible signs of water damage from inside the garage. Check with the home owner prior to taking possession to see if the water marks were from a previous leak or repair.



Photo 6-2  
Below the chimney flashing previously pictured. Picture taken from inside the garage looking up.




Photo 6-3  
Roof penetrations appear dry at the time of inspection both inside the attic and out.

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## Electric

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10  - Handle ties were missing at one or more 2-pole or ganged 1-pole circuit breakers at panel(s) #A. Approved, "identified" handle ties should be installed to prevent one side from being turned off while the other is turned on. Nails, screws or wires or other nonconforming material are not permitted for use as handle ties. This is a potential shock hazard, especially for someone working on the system. Recommend that a qualified electrician repair per standard building practices.

See red and green arrows and caption description

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11  - Based on the age of this structure and the appearance of existing smoke alarms, the alarms may have been installed more than 10 years ago. According to [National Fire Protection Association](http://www.nfpa.org), aging smoke alarms don't operate as efficiently and often are the source for nuisance alarms. Older smoke alarms are estimated to have a 30% probability of failure within the first 10 years. Newer smoke alarms do better, but should be replaced after 10 years. Unless you know that the smoke alarms are new, replacing them when moving into a new residence is also recommended by NFPA. For more information, visit:  
<http://www.reporthost.com/?SMKALRMLS>


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12  - Carbon monoxide alarms were missing on one or more levels. This is a potential safety hazard. Some states and/or municipalities require CO alarms to be installed in the vicinity of each sleeping area, on each level and in accordance with the manufacturer's recommendations. Recommend installing additional carbon monoxide alarms per these standards. For more information, visit:  
<http://www.reporthost.com/?COALRM>

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None present in the family room where the fireplace insert is located.

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13  - Branch circuit wiring installed in buildings built prior to the mid 1980s is typically rated for a maximum temperature of only 60 degrees Celsius. This includes non-metallic sheathed (Romex) wiring, and both BX and AC metal-clad flexible wiring. Knob and tube wiring, typically installed in homes built prior to 1950, may be rated for even lower maximum temperatures. Newer electric fixtures including lighting and fans typically require wiring rated for 90 degrees Celsius. Connecting newer fixtures to older, 60-degree-rated wiring is a potential fire hazard. Repairs for such conditions may involve replacing the last few feet of wiring to newer fixtures with new 90-degree-rated wire, and installing a junction box to join the old and new wiring.

It is beyond the scope of this inspection to determine if such incompatible components are installed, or to determine the extent to which they're installed. Based on the age of this building, the client should be aware of this safety hazard, both for existing fixtures and when planning to upgrade with newer fixtures. Consult with a qualified electrician for repairs as necessary.

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14 🛠️ - The electric service to this property appeared to be rated at substantially less than 200 amps and may be inadequate. Depending on the client's needs, recommend consulting with a qualified electrician about upgrading to a 200 amp service. Note that the electric service's rating is based on the lowest rating for the meter base, the service conductors, the main service panel and the main disconnect switch. One or more of these components may need replacing to upgrade.

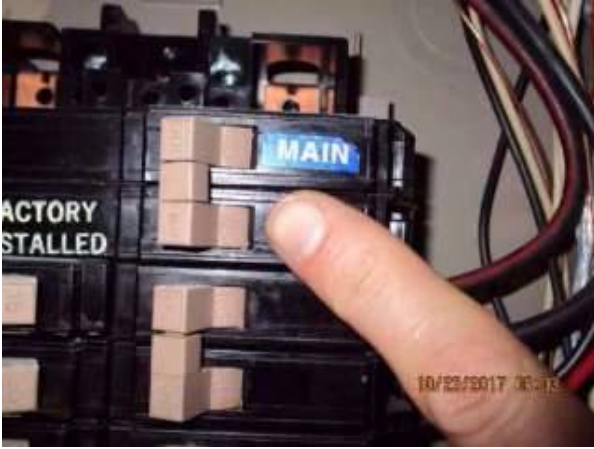


Photo 14-1  
100 Amp Main Disconnect for Cutler and Hammer Principal Electric Panel

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## Plumbing / Fuel Systems

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15 🛠️ ⓘ - Copper water supply pipes were installed. Copper pipes installed prior to the late 1980s may be joined with solder that contains lead, which is a known health hazard especially for children. Laws were passed in 1985 prohibiting the use of lead in solder, but prior to that solder normally contained approximately 50% lead. The client should be aware of this, especially if children will be using this water supply system. Note that the inspector does not test for toxic materials such as lead. The client should consider having a qualified lab test for lead, and if necessary take steps to reduce or remove lead from the water supply. Various solutions include:

- Flush water taps or faucets. Do not drink water that has been sitting in the plumbing lines for more than 6 hours
- Install appropriate filters at points of use
- Use only cold water for cooking and drinking, as hot water dissolves lead more quickly than cold water
- Use bottled or distilled water
- Treat well water to make it less corrosive
- Have a qualified plumber replace supply pipes and/or plumbing components as necessary

For more information visit:

<http://www.reporhost.com/?LEADDW>  
<http://www.reporhost.com/?LEAD>

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16 📷 🛠️ 🧑‍🔧 - The waste stack slope needs to be corrected. The stack should flow down from the waste lines into the septic system. The upward slope could cause clogs and repairs in the future. Have a qualified plumber correct this issue.



Photo 16-1



Photo 16-2

Main waste stack to septic system slopes upward. It should slope down toward the septic (wall).

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## Fireplaces, Stoves, Chimneys and Flues

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18 📷 🛠️ 🧑‍🔧 - Door gasket needs repair.



Photo 18-1



Photo 18-2

Seal needs repair/replacement in order to keep air tight combustion of solid fuel stove insert.

# Kitchen

19 🧑🔧 - The exhaust fan over the range recirculated the exhaust air back into the kitchen. This may be due to no duct being installed, baffles not being installed, or problems with duct work. This can be a nuisance for odor and grease accumulation. Where a gas-fired range or cook top is installed, carbon monoxide and excessive levels of moisture can accumulate in living spaces. Recommend that a qualified contractor evaluate and repair as necessary so exhaust air is ducted outdoors.



Photo 19-1  
Microwave oven data plate



Photo 19-2  
Dishwasher Model and serial number



Photo 19-3  
Refrigerator data plate.

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## Home Inspection Report

Client(s): **Anonymous Client**

Property address: **Rochester, NY Area**

Inspection date: **Monday, October 23, 2017**

This report published on Friday, January 05, 2018 4:00:45 PM EST

Inspecting homes is a passion of mine and I am thankful that you have chosen DBB Home, LLC to inspect your future home. Upon receiving the report please reply to the email as a confirmation that you have received the full report. When going through the full report please take your time and write down any questions you may have about systems or components as I will be happy to help clear up any confusion. The summary page conveniently lists the more serious concerns associated with the property but does not give the full depth and breadth of what it will take to live in and maintain the property.

This report is the exclusive property of this inspection company and the client(s) listed in the report title. Use of this report by any unauthorized persons is prohibited.

This is an Agreement between you, the undersigned Client, and us, D. Bret Burrows, NYS Inspector #



16000067023 of DBB Home, LLC, pertaining to our inspection of the Property at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The terms below govern this Agreement.

1. The fee for our inspection is \$\_\_\_\_\_, payable at a time [before / after] the appointment on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ am/pm.
2. We will perform a visual inspection of the home/building and provide you with a written report identifying the defects that we (1) observed and (2) deemed material. The report is only supplementary to the seller's disclosure. If immediate threats to health or safety are observed during the course of the inspection, you hereby consent to allow us to disclose such immediate threats to health or safety to the property owner and/or occupants of the property.
3. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current New York State Standards of Practice (SOP)\* for Home Inspections (see subparts 197-4 and 197-5 to Title 19 NYCRR). That will be the scope of the inspection. You understand that New York State and InterNACHI's SOP contain limitations, exceptions, and exclusions. You understand that InterNACHI is not a party to this Agreement, has no control over us, and does not employ or supervise us.
4. Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, we will not test for mold. Unless otherwise indicated in writing, we will not test for compliance with applicable building codes or for the presence of, or for any potential dangers arising from the presence of, asbestos, lead paint, soil contamination, or other environmental hazards or violations. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.
5. Our inspection and report are for your use only. You must give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.
6. In all cases, our liability is limited to liquidated damages in an amount not greater than the fee you paid us. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that the liquidated damages are not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee.
7. We do not perform engineering, architectural, plumbing, or any other job function requiring an

occupational license in the jurisdiction where the property is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing. 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.

8. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

9. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. You agree that the exclusive venue for any legal action against InterNACHI itself, allegedly arising out of this Agreement or our membership in InterNACHI, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with 30 days' written notice of the nature of the claim in sufficient detail and with sufficient supporting documents that InterNACHI can evaluate it. In any action against us or InterNACHI, you waive trial by jury.

10. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.

11. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

12. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

13. You may not assign this Agreement.

14. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.

15. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

16. If you would like a large-print version of this Agreement before signing it, you may request one by emailing us.

17. You agree that you may execute this agreement by fax, email, or text agreeing to its terms. You understand that if executed in that fashion, this agreement will be legally binding just as if you had signed an original paper document. You understand that the inspector is relying on this representation as proof that you agree to the terms of this agreement, and that you may not later deny the existence of a binding agreement.

18. You agree to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of us for the purpose of inspecting this property.

Additional Services Requested:

0 None if checked

Client Requested Exclusions:

0 None if checked

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

CLIENT (Date) CLIENT (Date)

\*[https://www.dos.ny.gov/licensing/homeinspect/hinspect\\_ethics.html](https://www.dos.ny.gov/licensing/homeinspect/hinspect_ethics.html)










[www.DBBHomeLLC.com](http://www.DBBHomeLLC.com)

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## How to Read this Report

This report is organized by the property's functional areas. Within each functional area, descriptive information is listed first and is shown in bold type. Items of concern follow descriptive information. Concerns are shown and sorted according to these types:

	Safety	Poses a safety hazard requiring immediate attention
	Major defect	Correction likely involves a significant expense
	Replace/Remedy	Recommend replacing/remediating the item or component
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## General Information

Report number: 171019-1

Time started: 5pm

Time finished: 7:30pm

Present during inspection: Client, Realtor

Weather conditions during inspection: Dry (no rain), Sunny

Temperature during inspection: Warm, 70

Inspection fee: 350.00

Payment method: Cash

Type of building: Single family

Buildings inspected: One house, Attached garage

Number of residential units inspected: 1

Age of main building: 46



Source for main building age: Realtor, Municipal records or property listing

Front of building faces: North

Main entrance faces: North

Occupied: Yes

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1)   Structures built prior to the mid 1980s may contain lead and/or asbestos. Lead is commonly found in paint and in some plumbing components. The EPA does not recognize newer coats of paint as encapsulating older coats of lead-based paint. Asbestos is commonly found in various building materials such as insulation, siding, and/or floor and ceiling tiles. Laws were passed in 1978 to prohibit usage of lead and asbestos, but stocks of materials containing these substances remained in use for a number of years thereafter. Both lead and asbestos are known health hazards. Evaluating for the presence of lead and/or asbestos is beyond the scope of this inspection. Any mention of these materials in this report is made as a courtesy only, and meant to refer the client to a specialist. Consult with specialists as necessary, such as industrial hygienists, professional labs and/or abatement specialists for this type of evaluation. For information on lead, asbestos and other hazardous materials in homes, visit:

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<http://www.reporhost.com/?CPSC>

<http://www.reporhost.com/?CDC>

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## Grounds

Limitations: Unless specifically included in the inspection, the following items and any related equipment, controls, electric systems and/or plumbing systems are excluded from this inspection: detached buildings or structures; fences and gates; retaining walls; underground drainage systems, catch basins or concealed sump pumps; swimming pools and related safety equipment, spas, hot tubs or saunas; whether deck, balcony and/or stair membranes are watertight; trees, landscaping, properties of soil, soil stability, erosion and erosion control; ponds, water features, irrigation or yard sprinkler systems; sport courts, playground, recreation or leisure equipment; areas below the exterior structures with less than 3 feet of vertical clearance; invisible fencing; sea walls, docks and boathouses; retractable awnings. Any comments made regarding these items are as a courtesy only.

Site profile: Minor slope

Condition of driveway: Appeared serviceable

Driveway material: Asphalt

Condition of sidewalks and/or patios: Near, at or beyond service life

Sidewalk material: Poured in place concrete

Condition of deck, patio and/or porch covers: Near, at or beyond service life

Deck, patio, porch cover material and type: Open, Covered (Refer to Roof section), There was a temporary (spring through fall) canvas covered structure attached to the concrete pad approximately 10 by 12 feet on the south east side of the open patio


Condition of decks, porches and/or balconies: Appeared serviceable

Deck, porch and/or balcony material: Wood



Condition of stairs, handrails and guardrails: No stairs requiring handrails on the outside of the house.

Exterior stair material: Concrete


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2)  Cracks, holes, settlement, heaving and/or deterioration were found in sidewalks and/or patios. Recommend that qualified contractor repair as necessary.

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3)   Minor deterioration (e.g. cracks, holes, settlement, heaving) was found in the driveway, but no trip hazards were found. The client may wish to have repairs made for cosmetic reasons.

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4)  The asphalt driveway surface was worn and is prone to developing cracks from water penetration. Recommend that a qualified person reseal the driveway. For more information, visit:

<http://www.reporhost.com/?RAD>

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## Exterior and Foundation

Limitations: The inspector performs a visual inspection of accessible components or systems at the exterior. Items excluded from this inspection include below-grade foundation walls and footings; foundations, exterior surfaces or components obscured by vegetation, stored items or debris; wall structures obscured by coverings such as siding or trim. Some items such as siding, trim, soffits, vents and windows are often high off the ground, and may be viewed using binoculars from the ground or from a ladder. This may limit a full evaluation. Regarding foundations, some amount of cracking is normal in concrete slabs and foundation walls due to shrinkage and drying. Note that the inspector does not determine the adequacy of seismic reinforcement.

Wall inspection method: Viewed from ground, with binoculars, from a ladder


Condition of wall exterior covering: Appeared serviceable

Apparent wall structure: Wood frame

Wall covering: Vinyl

Condition of foundation and footings: Appeared serviceable, Basement is finished on the inside and the siding comes down to within 6 to 8 inches of the finished grade. Exposed block appears to be in good condition. There are two spots on the west corners of the garage where weather has loosened block.  
Apparent foundation type: Finished basement, Concrete slab on grade, Concrete garage slab  
Foundation/stem wall material: Concrete block  
Footing material (under foundation stem wall): Not determined (inaccessible or obscured), Footings were not visible anywhere on the property.

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5)  One or more minor cracks (1/8 inch or less) were found in the foundation. These didn't appear to be a structural concern, but recommend sealing them to prevent water infiltration and monitor them in the future. Numerous products exist to seal such cracks including hydraulic cement, non-shrinking grout, resilient caulks and epoxy sealants.

See west side corners of the attached garage near downspouts.

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## Crawl Space

Limitations: Structural components such as joists and beams, and other components such as piping, wiring and/or ducting that are obscured by under-floor insulation are excluded from this inspection. The inspector does not determine if support posts, columns, beams, joists, studs, trusses, etc. are of adequate size, spanning or spacing.

The inspector does not guarantee or warrant that water will not accumulate in the crawl spaces in the future. Complete access to all crawl space areas during all seasons and during prolonged periods of all types of weather conditions (e.g. heavy rain, melting snow) would be needed to do so.

The inspector attempts to locate all crawl space access points and areas. Access points may be obscured or otherwise hidden by furnishings or stored items. In such cases, the client should ask the property owner where all access points are that are not described in this inspection, and have those areas inspected. Note that crawl space areas should be checked at least annually for water intrusion, plumbing leaks and pest activity.

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## Basement

Limitations: Structural components such as joists and beams, and other components such as piping, wiring and/or ducting that are obscured by under-floor insulation are also excluded from this inspection. Note that the inspector does not determine if support posts, columns, beams, joists, studs, trusses, etc. are of adequate size, spanning or spacing.

The inspector does not guarantee or warrant that water will not accumulate in the basement in the future. Access to the basement during all seasons and during prolonged periods of all types of weather conditions (e.g. heavy rain, melting snow) would be needed to do so. The inspector does not determine the adequacy of basement floor or stairwell drains, or determine if such drains are clear or clogged.

Note that all basement areas should be checked periodically for water intrusion, plumbing leaks and pest activity.

Condition of exterior entry doors: Appeared serviceable

Exterior door material: No exterior door to the basement was present.

Condition of floor substructure above: Appeared serviceable

Pier or support post material: Steel

Beam material: Steel

Floor structure above: Solid wood joists

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## Roof

Limitations: The following items or areas are not included in this inspection: areas that could not be traversed or viewed clearly due to lack of access; solar roofing components. Any comments made regarding these items are made as a courtesy only. Note that the inspector does not provide an estimate of remaining life on the roof surface material, nor guarantee that leaks have not occurred in the roof surface, skylights or roof penetrations in the past. Regarding roof leaks, only active leaks, visible evidence of possible sources of leaks, and evidence of past leaks observed during the inspection are reported on as part of this inspection. The inspector does not guarantee or warrant that leaks will not occur in the future. Complete access to all roof and attic spaces during all seasons and during prolonged periods of all types of weather conditions (e.g. high wind and rain, melting snow) would be needed to do so. Occupants should monitor the condition of roofing materials in the future. For older roofs, recommend that a professional inspect the roof surface, flashings, appurtenances, etc. annually and maintain/repair as might be required. If needed, the roofer should enter attic space(s). Regarding the roof drainage system, unless the inspection was conducted during and after prolonged periods of heavy rain, the inspector was unable to determine if gutters, downspouts and extensions perform adequately or are leak-free.

Roof inspection method: Partially traversed, Viewed from eaves on ladder, Viewed from ground with binoculars

Condition of roof surface material: Near, at or beyond service life

Roof surface material: Asphalt or fiberglass composition shingles

Roof type: Gable

Apparent number of layers of roof surface material: One

Condition of exposed flashings: Appeared serviceable

Condition of gutters, downspouts and extensions: Appeared serviceable

6) 🧑🔧 Flashings at the base of one or more chimneys were deteriorated and/or missing counter flashing. Leaks can occur as a result. This is a conducive condition for wood-destroying organisms. Recommend that a qualified contractor evaluate and repair as necessary.



Photo 6-1

Lower roof chimney flashing is heavily caulked. No leaks at time of inspection, but visible signs of water damage from inside the garage. Check with the home owner prior to taking possession to see if the water marks were from a previous leak or repair.



Photo 6-2


Below the chimney flashing previously pictured. Picture taken from inside the garage looking up.



Photo 6-3

Roof penetrations appear dry at the time of inspection both inside the attic and out.



7)  One or more downspouts were loose. Rainwater can come in contact with the building exterior or accumulate around the building foundation as a result. This is a conducive condition for wood-destroying organisms. Recommend that a qualified person repair as necessary.

See downspout over the patio that feeds the south roof gutter from the upper roof. Recommend securing the downspout so that water and ice flow where they should especially during periods of heavy precipitation. Recommend a qualified person re attach the downspout with proper strapping for the type of siding.



Photo 7-1

South side gutter not properly fastened to the house. Have a qualified person reinstall it with the upper gutters. You may want to consider sloping it toward the other side so that it does not feed into the lower gutter.



Photo 7-2

8) 🧑🔧 Stains were found on one or more gutters that indicate past leaks have occurred. However, the inspector was unable to verify that the gutters do or don't leak because of lack of recent rainfall. Monitor the gutters in the future while it's raining to determine if gutters leak. If they do, then recommend that a qualified person repair as necessary to prevent water from coming in contact with the building or accumulating around the building foundation.



Photo 8-1

Some moss growth on the lower front roof from a leaky gutter above



Photo 8-2

Leaky gutter join on the south upper roof. Steel gutters appear to be near or at the end of their useful lifespan. Consider budgeting to replace them. The front and lower gutters have been replaced with aluminum.

## Attic and Roof Structure

Limitations: The following items or areas are not included in this inspection: areas that could not be traversed or viewed clearly due to lack of access; areas and components obscured by insulation. Any comments made regarding these items are made as a courtesy only. The inspector does not determine the adequacy of the attic ventilation system. Complete access to all roof and attic spaces during all seasons and during prolonged periods of all types of weather conditions (e.g. high/low temperatures, high/low humidity, high wind and rain, melting snow) would be needed to do so. The inspector is not a licensed engineer and does not determine the adequacy of roof structure components such as trusses, rafters or ceiling beams, or their spacing or sizing.

Attic inspection method: Viewed from hatch(es), Partially traversed

Condition of roof structure: Appeared serviceable

Roof structure type: Trusses, Rafters in the garage with some collar ties.

Ceiling structure: Trusses

Condition of insulation in attic (ceiling, skylight chase, etc.): Appeared serviceable

Ceiling insulation material: Fiberglass roll or batt

Approximate attic insulation R value (may vary in areas): R-49

Vermiculite insulation present: None visible

Vapor retarder: Installed

Condition of roof ventilation: Appeared serviceable

Roof ventilation type: Box vents (roof jacks), Open soffit vents

## Garage or Carport

Limitations: The inspector cannot reasonably determine the integrity of all elements of limited fire resistance at residential construction or verify firewall ratings at multi unit construction. Requirements for ventilation in garages vary between municipalities.

Condition of door between garage and house: Appeared serviceable

Type of door between garage and house: Metal

Condition of garage vehicle door(s): Appeared serviceable

Type of garage vehicle door: Sectional

Number of vehicle doors: 2

Condition of automatic opener(s): Appeared serviceable, Near, at or beyond service life, The west bay opener appears to be near or at the end of typical lifespan. The east bay opener is newer. Both were operational at time of inspection.


Mechanical auto-reverse operable (reverses when meeting reasonable resistance during closing): Yes

Condition of garage floor: Appeared serviceable

Condition of garage interior: Appeared serviceable

Garage ventilation: Exists, Adequate

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9)  Minor cracks were found in the concrete slab floor. These are common and appeared to be only a cosmetic issue.

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## Electric

Limitations: The following items are not included in this inspection: generator systems, transfer switches, surge suppressors, inaccessible or concealed wiring; underground utilities and systems; low-voltage lighting or lighting on timers or sensors. Any comments made regarding these items are as a courtesy only. Note that the inspector does not determine the adequacy of grounding or bonding, if this system has an adequate capacity for the client's specific or anticipated needs, or if this system has any reserve capacity for additions or expansion. The inspector does not operate circuit breakers as part of the inspection, and does not install or change light bulbs. The inspector does not evaluate every wall switch or receptacle, but instead tests a representative number of them per various standards of practice. When furnishings, stored items or child-protective caps are present some receptacles are usually inaccessible and are not tested; these are excluded from this inspection. Receptacles that are not of standard 110 volt configuration, including 240-volt dryer receptacles, are not tested and are excluded. The functionality of, power source for and placement of smoke and carbon monoxide alarms is not determined as part of this inspection. Upon taking occupancy, proper operating and placement of smoke and carbon monoxide alarms should be verified and batteries should be changed. These devices have a limited lifespan and should be replaced every 10 years. The inspector attempts to locate and evaluate all main and sub-panels. However, panels are often concealed. If panels are found after the inspection, a qualified electrician should evaluate and repair if necessary. The inspector attempts to determine the overall electrical service size, but such estimates are not guaranteed because the overall capacity may be diminished by lesser-rated components in the system. Any repairs recommended should be made by a licensed electrician.

Electric service condition: Appeared serviceable

Primary service type: Underground

Number of service conductors: 2

Service voltage (volts): 120-240


Estimated service amperage: 100

Primary service overload protection type: Circuit breakers

Service entrance conductor material: Stranded aluminum


Main disconnect rating (amps): 100  
 System ground: Ground rod(s) in soil, Cold water supply pipes  
 Condition of main service panel: Appeared serviceable  
 Condition of sub-panel(s): Appeared serviceable  
 Location of main service panel #A: Basement  
 Location of sub-panel #C: Basement  
 Location of main disconnect: Breaker at top of main service panel  
 Condition of branch circuit wiring: Serviceable  
 Branch circuit wiring type: non-metallic sheathed  
 Solid strand aluminum branch circuit wiring present: None visible  
 Ground fault circuit interrupter (GFCI) protection present: Yes, In sub panels  
 Arc fault circuit interrupter (AFCI) protection present: No  
 Smoke alarms installed: Installed and tested, recommend changing the batteries upon closing and replacing yearly on the anniversary of your occupancy.  
 Carbon monoxide alarms installed: Yes, recommend changing batteries when the smoke detectors are changed.

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10)  Handle ties were missing at one or more 2-pole or ganged 1-pole circuit breakers at panel(s) #A. Approved, "identified" handle ties should be installed to prevent one side from being turned off while the other is turned on. Nails, screws or wires or other nonconforming material are not permitted for use as handle ties. This is a potential shock hazard, especially for someone working on the system. Recommend that a qualified electrician repair per standard building practices.

See red and green arrows and caption description

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11)  Based on the age of this structure and the appearance of existing smoke alarms, the alarms may have been installed more than 10 years ago. According to [National Fire Protection Association](http://www.nfpa.org), aging smoke alarms don't operate as efficiently and often are the source for nuisance alarms. Older smoke alarms are estimated to have a 30% probability of failure within the first 10 years. Newer smoke alarms do better, but should be replaced after 10 years. Unless you know that the smoke alarms are new, replacing them when moving into a new residence is also recommended by NFPA. For more information, visit:  
<http://www.reporthost.com/?SMKALRMLS>

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12)  Carbon monoxide alarms were missing on one or more levels. This is a potential safety hazard. Some states and/or municipalities require CO alarms to be installed in the vicinity of each sleeping area, on each level and in accordance with the manufacturer's recommendations. Recommend installing additional carbon monoxide alarms per these standards. For more information, visit:  
<http://www.reporthost.com/?COALRM>

None present in the family room where the fireplace insert is located.

13) 🚧 Branch circuit wiring installed in buildings built prior to the mid 1980s is typically rated for a maximum temperature of only 60 degrees Celsius. This includes non-metallic sheathed (Romex) wiring, and both BX and AC metal-clad flexible wiring. Knob and tube wiring, typically installed in homes built prior to 1950, may be rated for even lower maximum temperatures. Newer electric fixtures including lighting and fans typically require wiring rated for 90 degrees Celsius. Connecting newer fixtures to older, 60-degree-rated wiring is a potential fire hazard. Repairs for such conditions may involve replacing the last few feet of wiring to newer fixtures with new 90-degree-rated wire, and installing a junction box to join the old and new wiring.

It is beyond the scope of this inspection to determine if such incompatible components are installed, or to determine the extent to which they're installed. Based on the age of this building, the client should be aware of this safety hazard, both for existing fixtures and when planning to upgrade with newer fixtures. Consult with a qualified electrician for repairs as necessary.

14) 🚧 The electric service to this property appeared to be rated at substantially less than 200 amps and may be inadequate. Depending on the client's needs, recommend consulting with a qualified electrician about upgrading to a 200 amp service. Note that the electric service's rating is based on the lowest rating for the meter base, the service conductors, the main service panel and the main disconnect switch. One or more of these components may need replacing to upgrade.



Photo 14-1  
100 Amp Main Disconnect for Cutler and Hammer Principal Electric Panel

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## Plumbing / Fuel Systems

Limitations: The following items are not included in this inspection: private/shared wells and related equipment; private sewage disposal systems; hot tubs or spas; main, side and lateral sewer lines; gray water systems; pressure boosting systems; trap primers; incinerating or composting toilets; fire suppression systems; water softeners, conditioners or filtering systems; plumbing components concealed within the foundation or building structure, or in inaccessible areas such as below tubs; underground utilities and systems; overflow drains for tubs and sinks; backflow prevention devices. Any comments made regarding these items are as a courtesy only. Note that the inspector does not operate water supply or shut-off valves due to the possibility of valves leaking or breaking when operated. The inspector does not test for lead in the water supply, the water pipes or solder, does not determine if plumbing and fuel lines are adequately sized, and does not determine the existence or condition of underground or above-ground fuel tanks.

Condition of service and main line: Appeared serviceable

Water service: Public

Location of main water shut-off: Basement

Condition of supply lines: Appeared serviceable

Supply pipe material: Copper

Condition of drain pipes: Appeared serviceable

Drain pipe material: Plastic, Copper

Condition of waste lines: Appeared serviceable

Waste pipe material: Plastic, Cast iron, Copper

Vent pipe condition: Appeared serviceable

Vent pipe material: Copper

Sump pump installed: No



Sewage ejector pump installed: No

Condition of fuel system: Appeared serviceable

Visible fuel storage systems: Below ground

Location of main fuel shut-off valve: At gas meter

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15)   Copper water supply pipes were installed. Copper pipes installed prior to the late 1980s may be joined with solder that contains lead, which is a known health hazard especially for children. Laws were passed in 1985 prohibiting the use of lead in solder, but prior to that solder normally contained approximately 50% lead. The client should be aware of this, especially if children will be using this water supply system. Note that the inspector does not test for toxic materials such as lead. The client should consider having a qualified lab test for lead, and if necessary take steps to reduce or remove lead from the water supply. Various solutions include:

- Flush water taps or faucets. Do not drink water that has been sitting in the plumbing lines for more than 6 hours
- Install appropriate filters at points of use
- Use only cold water for cooking and drinking, as hot water dissolves lead more quickly than cold water
- Use bottled or distilled water
- Treat well water to make it less corrosive
- Have a qualified plumber replace supply pipes and/or plumbing components as necessary

For more information visit:

<http://www.reporthost.com/?LEADDW>

<http://www.reporthost.com/?LEAD>

16) 🚧🔧 The waste stack slope needs to be corrected. The stack should flow down from the waste lines into the septic system. The upward slope could cause clogs and repairs in the future. Have a qualified plumber correct this issue.



Photo 16-1



Photo 16-2

Main waste stack to septic system slopes upward. It should slope down toward the septic (wall).

## Water Heater

Limitations: Evaluation of and determining the adequacy or completeness of the following items are not included in this inspection: water recirculation pumps; solar water heating systems; Energy Smart or energy saver controls; catch pan drains. Any comments made regarding these items are as a courtesy only. Note that the inspector does not provide an estimate of remaining life on water heaters, does not determine if water heaters are appropriately sized, or perform any evaluations that require a pilot light to be lit or a shut-off valve to be operated.

Condition of water heater: Near, at or beyond service life

Type: Tank

Energy source: Natural gas

Estimated age: 17

Capacity (in gallons): 40

Hot water temperature tested: Yes, 138

Water temperature (degrees Fahrenheit): 138

Condition of burners: Appeared serviceable

Condition of venting system: Appeared serviceable

17) ⓘ The estimated useful life for most water heaters is 8-12 years. This water heater appeared to be beyond this age and/or its useful lifespan and may need replacing at any time. Recommend budgeting for a replacement in the near future, or considering replacement now before any leaks occur. The client should be aware that significant flooding can occur if the water heater fails. If not replaced now, consider having a qualified person install a catch pan and drain or a water alarm to help prevent damage if water does leak.



Photo 17-1



Photo 17-2



Photo 17-3

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## Heating, Ventilation and Air Condition (HVAC)



Limitations: The following items are not included in this inspection: humidifiers, dehumidifiers, electronic air filters; solar, coal or wood-fired heat systems; thermostat or temperature control accuracy and timed functions; heating components concealed within the building structure or in inaccessible areas; underground utilities and systems; safety devices and controls (due to automatic operation). Any comments made regarding these items are as a courtesy only. Note that the inspector does not provide an estimate of remaining life on heating or cooling system components, does not determine if heating or cooling systems are appropriately sized, does not test coolant pressure, or perform any evaluations that require a pilot light to be lit, a shut-off valve to be operated, a circuit breaker to be turned "on" or a serviceman's or oil emergency switch to be operated. It is beyond the scope of this inspection to determine if furnace heat exchangers are intact and free of leaks. Condensation pans and drain lines may clog or leak at any time and should be monitored while in operation in the future. Where buildings contain furnishings or stored items, the inspector may not be able to verify that a heat source is present in all "liveable" rooms (e.g. bedrooms, kitchens and living/dining rooms).

General heating system type(s): Forced air, Furnace

General heating distribution type(s): Ducts and registers

Last service date of primary heat source: 4/12/2017

Source for last service date of primary heat source: Label

Condition of forced air heating/(cooling) system: Appeared serviceable

Forced air heating system fuel type: Natural gas

Location of forced air furnace: Basement

Forced air system capacity in BTUs or kilowatts: 72000 BTUs

Condition of furnace filters: Appeared serviceable

Location for forced air filter(s): At base of air handler

Condition of forced air ducts and registers: Appeared serviceable

Condition of burners: Appeared serviceable

Type of combustion air supply: Intake duct, Vent(s) to exterior

Condition of venting system: Appeared serviceable

Condition of controls: Appeared serviceable

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## Fireplaces, Stoves, Chimneys and Flues

Limitations: The following items are not included in this inspection: coal stoves, gas logs, chimney flues (except where visible). Any comments made regarding these items are as a courtesy only. Note that the inspector does not determine the adequacy of drafting or sizing in fireplace and stove flues, and also does not determine if prefabricated or zero-clearance fireplaces are installed in accordance with the manufacturer's specifications. The inspector does not perform any evaluations that require a pilot light to be lit, and does not light fires. The inspector provides a basic visual examination of a chimney and any associated wood burning device. The National Fire Protection Association has stated that an in-depth Level 2 chimney inspection should be part of every sale or transfer of property with a wood-burning device. Such an inspection may reveal defects that are not apparent to the home inspector who is a generalist.

Condition of wood-burning fireplaces, stoves: Appeared serviceable

Wood-burning fireplace type: Metal pre-fab

Wood-burning stove type: Insert

Condition of chimneys and flues: Appeared serviceable

Wood-burning chimney type: Masonry, with metal liner

18) 🛠️ 📦 Door gasket needs repair.



Photo 18-1



Photo 18-2

Seal needs repair/replacement in order to keep air tight combustion of solid fuel stove insert.

## Kitchen

Limitations: The following items are not included in this inspection: household appliances such as stoves, ovens, cook tops, ranges, warming ovens, griddles, broilers, dishwashers, trash compactors, refrigerators, freezers, ice makers, hot water dispensers and water filters; appliance timers, clocks, cook functions, self and/or continuous cleaning operations, thermostat or temperature control accuracy, and lights. Any comments made regarding these items are as a courtesy only. Note that the inspector does not provide an estimate of the remaining life of appliances, and does not determine the adequacy of operation of appliances. The inspector does not note appliance manufacturers, models or serial numbers and does not determine if appliances are subject to recalls. Areas and components behind and obscured by appliances are inaccessible and excluded from this inspection.

Condition of counters: Appeared serviceable

Condition of cabinets: Appeared serviceable

Condition of sinks and related plumbing: Appeared serviceable

Condition of under-sink food disposal: N/A (none installed)

Condition of dishwasher: Appeared serviceable

Condition of refrigerator: Appeared serviceable

Condition of built-in microwave oven: Appeared serviceable

Dishwasher brand: General Electric

Dishwasher model #:

Refrigerator brand: General Electric

Range/stove brand: General Electric, Kenmore

Microwave oven brand: Kenmore

Clothes washer brand: LG

Clothes dryer brand: LG

19) 🧑🔧 The exhaust fan over the range recirculated the exhaust air back into the kitchen. This may be due to no duct being installed, baffles not being installed, or problems with duct work. This can be a nuisance for odor and grease accumulation. Where a gas-fired range or cook top is installed, carbon monoxide and excessive levels of moisture can accumulate in living spaces. Recommend that a qualified contractor evaluate and repair as necessary so exhaust air is ducted outdoors.



Photo 19-1  
Microwave oven data plate



Photo 19-2  
Dishwasher Model and serial number



Photo 19-3  
Refrigerator data plate.

## Bathrooms, Laundry and Sinks

Limitations: The following items are not included in this inspection: overflow drains for tubs and sinks; heated towel racks, saunas, steam generators, clothes washers, clothes dryers. Any comments made regarding these items are as a courtesy only. Note that the inspector does not determine the adequacy of washing machine drain lines, washing machine catch pan drain lines, or clothes dryer exhaust ducts. The inspector does not operate water supply or shut-off valves for sinks, toilets, bidets, clothes washers, etc. due to the possibility of valves leaking or breaking when operated. The inspector does not determine if shower pans or tub and shower enclosures are water tight, or determine the completeness or operability of any gas piping to laundry appliances.

Location #A: Half bath, first floor

Location #B: Full bath, second floor

Location #C: Master bath, second floor

Condition of counters: Appeared serviceable  
Condition of cabinets: Appeared serviceable  
Condition of flooring: Appeared serviceable  
Condition of sinks and related plumbing: Appeared serviceable  
Condition of toilets: Appeared serviceable  
Condition of bathtubs and related plumbing: Appeared serviceable  
Condition of shower(s) and related plumbing: Appeared serviceable  
Condition of ventilation systems: Appeared serviceable  
Bathroom and laundry ventilation type: with individual ducts  
Gas supply for laundry equipment present: No  
240 volt receptacle for laundry equipment present: Yes

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## Interior, Doors and Windows

Limitations: The following items are not included in this inspection: security, intercom and sound systems; communications wiring; central vacuum systems; elevators and stair lifts; cosmetic deficiencies such as nail-pops, scuff marks, dents, dings, blemishes or issues due to normal wear and tear in wall, floor and ceiling surfaces and coverings, or in equipment; deficiencies relating to interior decorating; low voltage and gas lighting systems. Any comments made regarding these items are as a courtesy only. Note that the inspector does not evaluate any areas or items which require moving stored items, furnishings, debris, equipment, floor coverings, insulation or similar materials. The inspector does not test for asbestos, lead, radon, mold, hazardous waste, urea formaldehyde urethane, or any other toxic substance. Some items such as window, drawer, cabinet door or closet door operability are tested on a sampled basis. The client should be aware that paint may obscure wall and ceiling defects, floor coverings may obscure floor defects, and furnishings may obscure wall, floor and floor covering defects. If furnishings were present during the inspection, recommend a full evaluation of walls, floors and ceilings that were previously obscured when possible. Carpeting and flooring, when installed over concrete slabs, may conceal moisture. If dampness wicks through a slab and is hidden by floor coverings that moisture can result in unhygienic conditions, odors or problems that will only be discovered when/if the flooring is removed. Determining the cause and/or source of odors is not within the scope of this inspection.

Condition of exterior entry doors: Appeared serviceable  
Condition of interior doors: Appeared serviceable  
Condition of windows and skylights: Appeared serviceable  
Condition of walls and ceilings: Appeared serviceable  
Condition of flooring: Appeared serviceable  
Condition of concrete slab floor(s): Appeared serviceable  
Flooring type or covering: Carpet, Wood or wood products, Laminate, Tile, Stone  
Condition of stairs, handrails and guardrails: Appeared serviceable

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## Bedroom

Limitations: The following items are not included in this inspection: security, intercom and sound systems; communications wiring; central vacuum systems; elevators and stair lifts; cosmetic deficiencies such as nail-pops, scuff marks, dents, dings, blemishes or issues due to normal wear and tear in wall, floor and ceiling surfaces and coverings, or in equipment; deficiencies relating to interior decorating; low voltage and gas lighting systems. Any comments made regarding these items are as a courtesy only. Note that the inspector does not evaluate any areas or items which require moving stored items, furnishings, debris, equipment, floor coverings, insulation or similar materials. The inspector does not test for asbestos, lead, radon, mold, hazardous waste, urea formaldehyde urethane, or any other toxic substance. Some items such as window, drawer, cabinet door or closet door operability are tested on a sampled basis. The client should be aware that paint may obscure wall and ceiling defects, floor coverings may obscure floor defects, and furnishings may obscure wall, floor and floor covering defects. If furnishings were present during the inspection, recommend a full evaluation of walls, floors and ceilings that were previously obscured when possible. Determining the cause and/or source of odors is not within the scope of this inspection.

Condition of exterior entry doors: Appeared serviceable

Exterior door material: Metal

Condition of interior doors: Appeared serviceable

Condition of windows and skylights: Appeared serviceable

Type(s) of windows: Vinyl

Condition of walls and ceilings: Appeared serviceable

Wall type or covering: Drywall

Condition of flooring: Appeared serviceable

Flooring type or covering: Wood or wood products



Photo X-1

Maintenance needed to preserve garage door trim. Might want to consider having a qualified contractor wrap the wood with aluminum or replace the wood with low maintenance PVC trim.



Photo X-2

Gable vent on both gables, plus roof box vents.



Photo X-3  
Radon Mitigation system gauge in operation.



Photo X-4  
Furnace Information plate part 1 of 2



Photo X-5  
Furnace Information Plate Part 2



Photo X-6  
Furnace Clearances Information Sticker



Photo X-7  
No GFCI outlet in the 1/2 bath downstairs, this is an inconvenience, but could be a safety concern if someone uses an extension cord around water.



Photo X-8  
Main Gas Shut off located on East side in the basement.



Photo X-9  
This breaker was off at time of inspection and remained off during the inspection.



Photo X-10  
Sub Panel with neutral and ground bus bars separated. GFCI's were operated except for the one breaker that was off. Breaker operates the pool and it was closed for the season. Make sure the breaker operates before you take possession of the house - talk to your realtor about the final walk through.

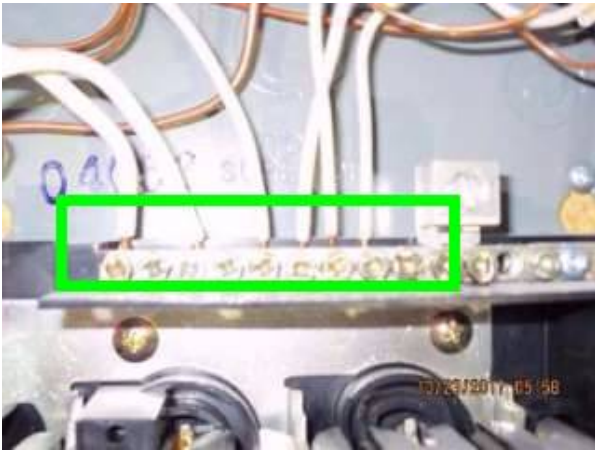


Photo X-11  
Neutrals and Grounds are properly separated in the sub panel beside the main electric panel.

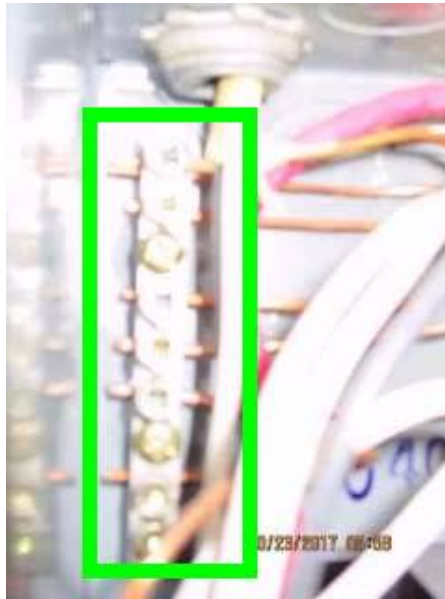


Photo X-12  
Grounds are separated in the sub panel located beside the main electric panel.



Photo X-13  
Stickers showing inspected work in the panel boxes.

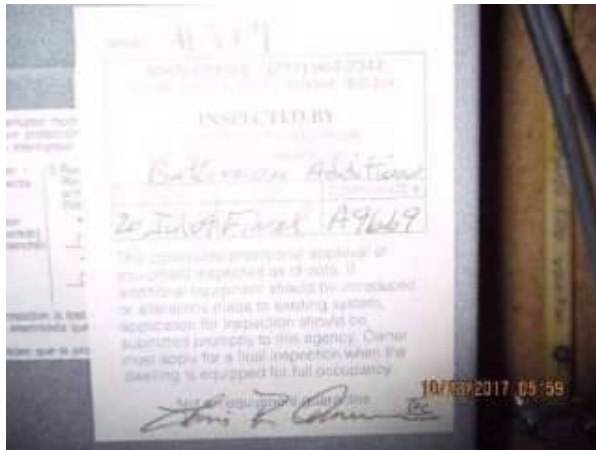


Photo X-14



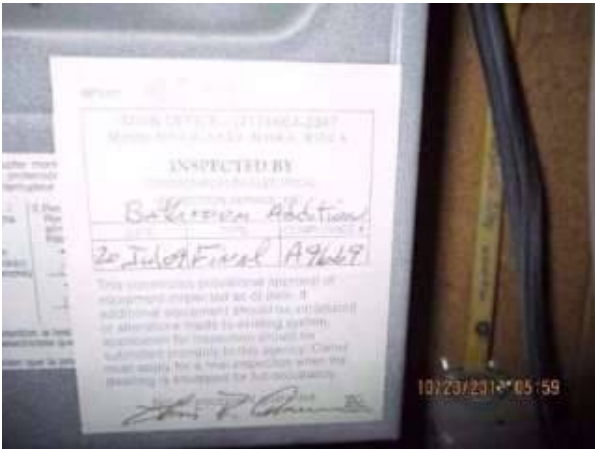


Photo X-15



Photo X-16

This side of the panel is properly wired at the time of inspection.

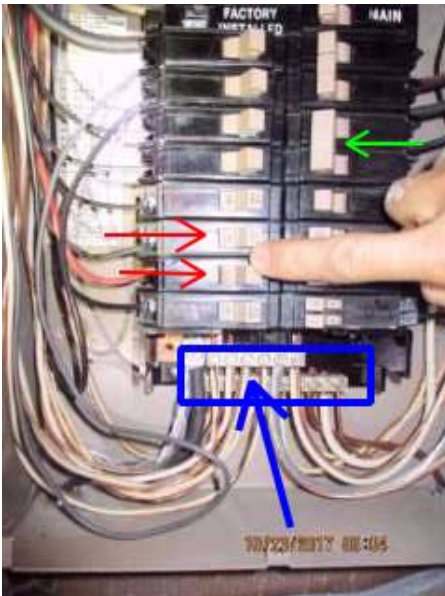


Photo X-17

The red and black wires coming into these two breakers (red arrows) are sharing a neutral. The breaker handles should be tied together like the ones with the green arrow. Have a qualified electrician tie these handles together.

The blue arrow shows the neutral/ground bus bar with neutrals and ground wires attached under one lug, no more than two wires share a lug. No Neutrals were bundles together at the time of inspection.



Photo X-18

These two knock-outs have only electrical tape covering. This is a safety hazard as someone could get a shock if they stuck their fingers or dropped something inside the panel box. Have an electrician install approved covers.



Photo X-19  
 Dry at the time of inspection there are signs of a long term water leak under the kitchen sink. Monitor for future leaks and any wetness.



Photo X-20  
 Chimney height less than 3 feet above the height of the roof. At the time the chimney was made the height was probably fine. New standards today recommend 3 feet.



Photo X-21  
 Vented soffit allows for continuous airflow to the attic. Some maintenance will be needed to maintain the integrity of the fascia.



Photo X-22  
 With the exception of the fire glove and paper box the clearance to combustible materials is acceptable.



Photo X-23  
Attic insulation around the stairwell has a vapor barrier and is in place.



Photo X-24  
Attic has batt insulation and is approximately R48

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The report for the above named client(s) is based on a visual inspection of the listed Systems and Components in accordance with the New York State Code of Ethics and Regulations for Home Inspectors of Title 19 NYCRR Sub parts 197-4 and the Standards of Practice Sub Part 197-5. Listed conditions at the point of inspection and are in no way a warranty for the future.

New York State Code of Ethics for Home Inspectors  
SUBPART 197-4 CODE OF ETHICS AND REGULATIONS FOR HOME INSPECTORS  
Section 197-4.1 - Fundamental Rules

(a) Home inspectors shall exhibit honesty and integrity in furtherance of the honor of the home inspection profession. A home inspection has a direct and vital impact on the quality of life for all home buyers. In performing home inspection services, home inspectors shall adhere to the highest principles of ethical conduct.

(b) This Code of Ethics and Regulations reflects the current ethical standards for home inspectors. It is the department's intention that this document be a living document and that changes and updates to this Code of Ethics and Regulations be made as deemed necessary by the department in consultation with the Home Inspection Council.

(c) Home inspectors shall fully adhere to and comply with the provisions of Article 12-B of the Real Property Law and all regulations promulgated thereunder including, but not limited to, this Code of Ethics and Regulations and the Standards of Practice.

(d) Home Inspectors shall be required to cooperate with investigations by the Department of State. Each applicant or licensee shall be obligated, on request of the Secretary of State, to supply such information as may be required concerning his, her or its business, business practices or business methods, or proposed business practices or methods.

Section 197-4.2 Written Contracts

(a) Prior to performing a home inspection, home inspectors shall provide a client with a written pre-inspection agreement that clearly and fully describes the scope of service to be provided and the cost associated with that service. All said contracts shall contain the following clauses which shall be printed in type size of not less than six point:

"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.";

and

"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."

(b) Home inspectors shall discuss the scope of the inspection with the client and only perform services which have been duly authorized by the client.

#### Section 197-4.3 Non-Disclosure

Home inspectors shall not disclose to a third party the contents of a home inspection report or any observations, deductions, opinions that pertain to a home inspection report without the prior consent of the client or the client's representative.

#### Section 197-4.4 Unlicensed and Unlawful Activity

(a) Home inspectors shall not engage in, knowingly permit or aid and abet, unlicensed or activity that is prohibited by Article 12-B of the Real Property Law or the regulations promulgated thereunder.

(b) In the event that a client insists upon a home inspector engaging in unlawful and/or unethical conduct, the home inspector shall, after notice to the client that such conduct is unlawful or unethical, be permitted to immediately withdraw from the assignment or contract.

(c) Home inspectors shall not determine property boundary lines or encroachments, easements or any limitations of use of the property.

(d) Home inspectors shall not determine compliance with regulations, codes, laws or ordinances.

(e) Home inspectors shall not determine the market value of the property or its marketability.

#### Section 197-4.5 Competence

(a) Except as provided in section 197-4.6 and 197-5.2(c), home inspectors shall conduct home inspections in compliance with the Standards of Practice.

(b) Home inspectors shall not accept or perform services in which the home inspector knows or has reason to know that he or she is not competent to perform.

(c) Home inspectors shall not delegate responsibility to another when the home inspector delegating such responsibility knows or has reason to know that such person is not a duly licensed home inspector and/or qualified by training and experience to perform said task.

#### Section 197-4.6 Written Reports

(a) Home inspectors shall provide a written report containing the results of a home inspection.

(b) Home inspectors shall not willfully make a false report or false or misleading statements in the context of home inspection activities and/or a home inspection report.

(c) The home inspection report shall clearly identify the systems and components of the residential building that were observed. If a home inspector is providing a home inspection that does not meet the minimum requirements as set forth in the Standards of Practice, the home inspection report must describe the scope of work, the services provided, and the systems and components that were included in and excluded from the inspection.

#### Section 197-4.7 Conflicts of Interest

(a) The duty of every home inspector shall be to the client. Home inspectors shall avoid conflicts of interest or activities that compromise their professional objectivity, or have the potential of creating an appearance that their professional objectivity has been compromised.

(b) Prior to accepting any home inspection assignment, home inspectors shall disclose to the potential client all known or potential conflicts of interest that could influence or appear to influence the home inspector's judgment or the quality of the home inspector's services.

(c) Home inspectors shall not solicit or accept compensation, financial or otherwise, from more than one interested party for a home inspection unless the circumstances are fully disclosed to the client and agreed upon by all interested parties.

(d) Home inspectors shall not solicit or accept an assignment or contract from a governmental body on which a principal or officer of the home inspector's office or organization serves as a member.

(e) Home inspectors shall not directly or indirectly compensate, in any way, real estate brokers, real

estate salespersons, real estate brokerage companies, lending institutions or any other party or parties that expect to have a financial interest in closing the transaction, for future referrals of inspections or for inclusion on a list of recommended inspectors or preferred providers or any similar arrangement.

(f) Home inspectors shall not accept financial or other consideration, such as material or equipment, from suppliers for suggesting the use of, or promoting a specific product in the course of performing a home inspection.

(g) In connection with performing home inspections, home inspectors shall not accept commissions, fees or other consideration directly or indirectly from contractors or other persons or entities dealing with clients or employers of the home inspector in connection with work for which the inspector is responsible for, or has reported upon.

(h) Home inspectors shall not inspect any residential building in which said home inspector or relative thereof has a financial interest or any interest in the transfer thereof, including the receipt of any commission as an agent.

(i) Home inspectors shall not inspect a home if the home inspector's compensation is contingent upon the sale of the home or if compensation is contingent upon the results of the home inspection.

#### Section 197-4.8 Fraud, Misrepresentation and Dishonesty

Home inspectors shall not engage in fraud, fraudulent activity, misrepresentation or dishonesty.

#### Section 197-4.9 Promotion and Advertising

(a) Home inspectors shall not advertise in a false, misleading or deceptive manner.

(b) Home inspectors shall not falsify or misrepresent their experience, education or qualifications or permit any such misrepresentation by their employees or associates.

(c) Home inspectors shall not advertise home inspection services as an engineer or architect or under the heading of engineers, engineering, architects or architecture in any form of print or electronic media unless the individual and/or firm is licensed to provide engineering or architectural services by the New York State Education Department.

(d) Home inspectors shall refrain from making any claim relating to the quality and effectiveness of services which cannot be substantiated by the home inspector.

(e) Home inspectors placing or authorizing advertisements shall maintain or cause to be maintained an exact copy of each advertisement for a period of one year following the advertisement's last publication. This copy shall be made available for inspection, upon request, by the Department or an authorized representative of the Department.

(f) Nothing herein shall prohibit a home inspector from advertising his or her services or advertising for the purpose of recruiting employees provided that no such advertisements shall be misleading or deceptive.

### New York State Standards of Practice

#### SUBPART 197-5 STANDARDS OF PRACTICE FOR HOME INSPECTORS

##### Section 197-5. 1 Definitions

(a) Alarm Systems: means installed or freestanding warning devices including, but not limited to, smoke detectors, carbon monoxide detectors, flue gas and other spillage detectors and security equipment.

(b) Central Air Conditioning: means a system that uses either ducts to distribute cooled and/or dehumidified air to more than one room of a residential building or pipes to distribute chilled water to heat exchangers in more than one room in a residential building, and which is not plugged into an electrical convenience outlet.

(c) Component: means a readily accessible and observable aspect of a system such as a floor or a wall, but not individual pieces such as boards or nails where many similar pieces make up the component.

(d) Dangerous or Adverse Situations: means situations that pose a threat of injury to the home inspector including, but not limited to, those situations in which the home inspector is required to use special protective clothing or other safety equipment.

(e) Decorative: means a component or part thereof that is ornamental and not required for the proper

operation of the essential systems and components of a home.

(f) Dismantle: means to take apart or remove any component, device, or piece of equipment that is bolted, screwed, or fastened and that a homeowner in the course of normal household maintenance would not dismantle.

(g) Engineering, Practice of: means as that term is defined in Education Law, title VIII, Article 145, Section 7201.

(h) Engineering Study: means a study requiring engineering services.

(i) Functional Drainage: means the operation of a drain whereby a drain empties in a reasonable amount of time and does not overflow when another fixture is drained simultaneously.

(j) Functional Flow: means a reasonable flow at the highest fixture in a dwelling when another fixture is operated simultaneously.

(k) Further Evaluation: means the examination and analysis by a qualified professional, tradesman, or service technician beyond that provided by the home inspection.

(l) Household Appliances: means kitchen and laundry appliances, room air conditioners, and similar appliances.

(m) Inspect: means to visually examine any system or component of a building in accordance with these Standards of Practice, using normal operating controls and opening readily operable access panels.

(n) Installed: means attached or connected such that the installed item requires tools for removal.

(o) Normal Operating Controls: means homeowner operated devices such as a thermostat, wall switch, or safety switch.

(p) Observable: means able to be observed at the time of the inspection without the removal of covering, fixed, finished and or stored materials.

(q) Observe: means the act of making a visual examination.

(r) On-site Water Supply Quantity: means the volume of water that is available for domestic use.

(s) Operate: means to cause systems or equipment to function.

(t) Primary Windows and Doors: means windows and exterior doors that are designed to remain in their respective openings year-round.

(u) Readily Accessible: means available for visual inspection without requiring the home inspector to remove or dismantle any personal property, use destructive measures, or take any action which will likely involve risk to persons or property.

(v) Readily Operable Access Panel: means a panel provided for homeowner inspection and maintenance, which has removable or operable fasteners or latch devices in order to be lifted, swung open, or otherwise removed by one person, and its edges and fasteners are not painted in place. The panel must be within normal reach and not blocked by stored items, furniture or building components.

(w) Recreational Facilities: means spas, saunas, steam baths, swimming pools, tennis courts, playground equipment, and other entertainment or athletic facilities.

(x) Report: means a written document setting forth findings of home inspection unless otherwise specified in these regulations.

(y) Representative Number: means for multiple identical components such as windows and electrical outlets, one such component per room. For multiple identical exterior components this term shall mean one such component on each side of the building.

(z) Roof Drainage Systems: means gutters, down spouts, leaders, splash blocks, and similar components used to carry water off a roof and away from a building.

(aa) Safe Access: means access free of any encumbrances, hazardous materials, health and safety hazards such as climbing and/or standing on other than the ground and/or floor which may jeopardize the inspector.

(bb) Safety Glazing: means tempered glass, laminated glass or rigid plastic.

(cc) Shut Down: means a piece of equipment or a system is shut down when the device or control cannot be operated in a manner that a homeowner would normally use to operate it. If the safety switch or circuit breaker is in the "off" position, or the fuse is missing or blown, the inspector is not required to reestablish the circuit for the purpose of operating the equipment or system.

(dd) Solid Fuel Heating Device: means any wood, coal, or other similar organic fuel burning device including, but not limited to, fireplaces whether masonry or factory built, fireplace inserts and stoves, wood stoves (room heaters), central furnaces, and any combination of these devices.

(ee) Structural Component: means a component that supports non-variable forces or weights (dead loads) and variable forces or weights (live loads).

(ff) System: means a combination of interacting or interdependent components, assembled to carry out one or more functions.

(gg) Technically Exhaustive: means an inspection is technically exhaustive when it involves the extensive use of measurements, instruments, testing, calculations, and other means to develop scientific or engineering findings, conclusions, and recommendations.

(hh) Under Floor Crawl Space: means the area within the confines of the foundation and between the ground and the underside of the lowest floor structural component.

(ii) Unsafe: means a condition in a readily accessible, installed system or component, which is judged by the Home Inspector to be of significant risk of personal injury during normal, day to day use. The risk may be due to damage, deterioration, improper installation or a change in the accepted residential construction standard.

(jj) Water Supply Quality: means the quality of a residential building's water supply based on the bacterial, chemical, mineral, and solids content of the water.

#### Section 197-5.2 Purpose and Scope

(a) These Standards of Practice establish a minimum and uniform standard for home inspectors. Home inspections shall be performed in compliance with these Standards of Practice and shall provide the client with objective information regarding the condition of the systems and components of the residential building as observed at the time of the home inspection.

(b) These Standards of Practice are not intended to limit home inspectors from including other inspection services or from observing and reporting upon systems and components not required by these Standards of Practice.

(c) The home inspection report shall clearly identify the systems and components of the residential building that were observed. If a home inspector is providing a home inspection that does not meet the minimum requirements as set forth in this Standards of Practice, the home inspection report must describe the scope of work, the services provided and the systems and components that are included and excluded in the inspection.

#### Section 197-5.3 Minimum Requirements

(a) Home inspectors shall observe and report on readily accessible, visually observable installed systems and components as set forth in these Standards of Practice.

(b) Home inspectors shall report on those systems and components observed that, in the professional opinion of the home inspector, are deficient, not functioning properly and/or unsafe.

(c) If a home inspector has not observed a particular system or major component, he or she shall list said item in the inspection report as an item that was not observed and shall set forth the reasons why said item was not observed.

#### Section 197-5.4 Site Conditions

(a) Home inspectors shall observe and report the following site conditions:

1. The building perimeter for land grade and water drainage directly adjacent to the foundation;
2. Trees and vegetation that adversely affect the residential building;
3. Walkways, steps, driveways, patios and retaining walls.

(b) Home inspectors are not required to observe and report on the following site conditions:

1. Fences and privacy walls;
2. The health and condition of trees, shrubs and other vegetation.

#### Section 197-5.5 Structural Systems

(a) Home inspectors shall observe and report on the following:

1. Any deteriorated and/or damaged structural component including the building foundation and framing;
2. The floor structure;

3. The wall structure;
4. The ceiling structure;
5. The roof structure.

#### Section 197-5.6 Exterior

(a) Home inspectors shall observe and report on:

1. All exterior walls and coverings, flashing and trim;
2. All exterior doors including garage doors and operators;
3. All attached or adjacent decks, balconies, stoops, steps, porches and railings;
4. All eaves, soffits and fascias where accessible from the ground level;
5. All adjacent walkways, patios and driveways on the subject property;
6. The condition of a representative number of windows.

(b) Home inspectors are not required to observe and report on the following:

1. Screening, shutters, awnings and other seasonal accessories;
2. Fences;
3. Geological and/or soil conditions;
4. Recreational facilities;
5. Out-buildings other than garages and carports;
6. Tennis courts, jetted tubs, hot tubs, swimming pools, saunas and similar structures that would require specialized knowledge or test equipment;
7. Erosion control and earth stabilization measures;
8. The operation of security locks, devices or systems;
9. The presence of safety-type glass or the integrity of thermal window seals or damaged glass.

#### Section 197-5.7 Roof Systems

(a) Home inspectors shall observe and report on readily accessible:

1. Roofing materials and condition;
2. Roof drainage systems;
3. Flashing;
4. Skylights, chimneys and roof penetrations.

(b) The home inspector shall report on the methods used to observe the roof and other components set forth in this section.

(c) All home inspection reports shall describe the observed condition and type of roofing materials and shall describe the methods used to observe the roofing.

(d) Home inspectors are not required to observe and report on:

1. Antennas, lightning arresters or similar attachments;
2. Any flue or chimney interior that is not readily accessible;
3. Other installed accessories.

(e) Home inspectors are not required to operate powered roof ventilators.

(f) Home inspectors are not required to determine the remaining life expectancy of roof coverings, manufacturers' defects, installation methods or recalls or to determine the number of roof layers present.

(g) Home inspectors are not required to walk on or access a roof where to do so could result in damage to the roof or roofing material or endanger the health and safety of the home inspector.

#### Section 197-5.8 Plumbing System

(a) Home inspectors shall observe and report on the following visibly and readily accessible components, systems and conditions:

1. Interior water supply and distribution systems including fixtures and faucets;
2. Drain, waste and vent systems;
3. Water heating equipment and vents and pipes;
4. Fuel storage and fuel distribution systems and components;
5. Drainage sumps, sump pumps, ejector pumps and related piping;
6. Active leaks.



(b) In inspecting plumbing systems and components, home inspectors shall operate all readily accessible:

1. Fixtures and faucets;
2. Domestic hot water systems;
3. Drain pumps and waste ejectors pumps;
4. The water supply at random locations for functional flow;
5. Waste lines from random sinks, tubs and showers for functional drainage;

(c) Home inspectors are not required to:

1. Operate any main, branch or fixture valve, except faucets, or to determine water temperature;
2. Observe and report on any system that is shut down or secured;
3. Observe and report on any plumbing component that is not readily accessible;
4. Observe and report on any exterior plumbing component or system or any underground drainage system;
5. Observe and report on fire sprinkler systems;
6. Evaluate the potability of any water supply;
7. Observe and report on water conditioning equipment including softener and filter systems;
8. Operate freestanding or built in appliances;
9. Observe and report on private water supply systems;
10. Test shower pans, tub and shower surrounds or enclosures for leakage;
11. Observe and report on gas supply system for materials, installation or leakage;
12. Evaluate the condition and operation of water wells and related pressure tanks and pumps; the quality or quantity of water from on-site water supplies or the condition and operation of on-site sewage disposal systems such as cesspools, septic tanks, drain fields, related underground piping, conduit, cisterns and equipment;
13. Observe, operate and report on fixtures and faucets if the flow end of the faucet is connected to an appliance;
14. Record the location of any visible fuel tank on the inspected property that is not within or directly adjacent to the structure;
15. Observe and report on any spas, saunas, hot-tubs or jetted tubs;
16. Observe and report on any solar water heating systems.

(d). Home inspections shall describe the water supply, drain, waste and vent piping materials; the water heating equipment including capacity, and the energy source and the location of the main water and main fuel shut-off valves. In preparing a report, home inspectors shall state whether the water supply and waste disposal systems are a public, private or unknown.

#### Section 197-5.9 Electrical System

(a). Home inspectors shall observe and report upon readily accessible and observable portions of:

1. Service drop;
2. Service entrance conductors, cables and raceways;
3. The main and branch circuit conductors for property over current protection and condition by visual observation after removal of the readily accessible main and sub electric panel covers;
4. Service grounding;
5. Interior components of service panels and sub-panels;
6. A representative number of installed lighting fixtures, switches and receptacles;
7. A representative number of ground fault circuit interrupters.

(b). Home inspections shall describe readily accessible and observable portions of:

1. Amperage and voltage rating of the service;
2. The location of main dis-connects and sub-panels;
3. The presence of aluminum branch circuit wiring;
4. The presence or absence of smoke detectors and carbon monoxide detectors;
5. The general condition and type of visible branch circuit conductors that may constitute a hazard to the occupant or the residential building by reason of improper use or installation of electrical components.

(c). Home inspectors are not required to:

1. Observe and report on remote control devices;
2. Observe and report on alarm systems and components;
3. Observe and report on low voltage wiring systems and components such as doorbells and intercoms;
4. Observe and report on ancillary wiring systems and components which are not a part of the primary electrical power distribution system;
5. Insert any tool, probe or testing device into the main or sub-panels;
6. Activate electrical systems or branch circuits which are not energized;
7. Operate overload protection devices;
8. Observe and report on low voltage relays, smoke and/or heat detectors, antennas, electrical de-icing tapes, lawn sprinkler wiring, swimming pool wiring or any system controlled by timers;
9. Move any object, furniture or appliance to gain access to any electrical component;
10. Test every switch, receptacle and fixture;
11. Remove switch and outlet cover plates;
12. Observe and report on electrical equipment not readily accessible;
13. Dismantle any electrical device or control;
14. Measure amperage, voltage or impedance;
15. Observe and report on any solar powered electrical component or any standby emergency generators or components.

#### Section 197-5.10 Heating System

##### (a). Home inspectors shall:

1. Describe the type of fuel, heating equipment and heating distribution system;
2. Operate the systems using thermostats;
3. Open readily accessible and operable access panels provided by the manufacturer or installer for routine homeowner maintenance;
4. Observe and report on the condition of normally operated controls and components of the systems;
5. Observe and report on visible flue pipes, dampers and related components for functional operation;
6. Observe and report on the presence of and the condition of a representative number of heat sources in each habitable space of the residential building;
7. Observe and report on the operation of fixed supplementary heat units;
8. Observe and report on visible components of vent systems, flues and chimneys;

##### (b). Home inspectors are not required to:

1. Activate or operate the heating systems that do not respond to the thermostats or have been shut down;
2. Observe, evaluate and report on heat exchangers;
3. Observe and report on equipment or remove covers or panels that are not readily accessible;
4. Dismantle any equipment, controls or gauges;
5. Observe and report on the interior of chimney flues;
6. Observe and report on heating system accessories, such as humidifiers, air purifiers, motorized dampers and heat reclaimers;
7. Activate heating, heat pump systems or any other system when ambient temperatures or other circumstances are not conducive to safe operation or may damage the equipment;
8. Evaluate the type of material contained in insulation and/or wrapping of pipes, ducts, jackets and boilers;
9. Evaluate the capacity, adequacy or efficiency of a heating or cooling system;
10. Test or operate gas logs, built-in gas burning appliances, grills, stoves, space heaters or solar heating devices or systems;
11. Determine clearance to combustibles or adequacy of combustion air;
12. Test for gas leaks or carbon monoxide;
13. Observe and report on in-floor and in-ceiling radiant heating systems.

#### Section 197-5.11 Air Conditioning Systems

##### (a). Home inspectors shall:

1. Observe, describe and report on the type of air conditioning equipment and air conditioning distribution system;
  2. Operate the system using the thermostat;
  3. Open a representative number of readily accessible and operable access panels provided by the manufacturer for routine homeowner maintenance;
  4. Observe and report on the condition of normally operated controls and components of the system.
- (b). Home inspectors are not required to:
1. Activate or operate air conditioning systems that have been shut down;
  2. Observe and report on gas-fired refrigeration systems, evaporative coolers, or wall or window-mounted air conditioning units;
  3. Check the pressure of the system coolant or determine the presence of leakage;
  4. Evaluate the capacity, efficiency or adequacy of the system;
  5. Operate equipment or systems if exterior temperature is below 65 degrees Fahrenheit or when other circumstances are not conducive to safe operation or may damage equipment;
  6. Remove covers or panels that are not readily accessible or that are not part of routine homeowner maintenance;
  7. Dismantle any equipment, controls or gauges;
  8. Check the electrical current drawn by the unit;
  9. Observe and report on electronic air filters.

#### Section 197-5.12 Interior

(a). Home inspectors shall:

1. Observe and report on the material and general condition of walls, ceilings and floors;
2. Observe and report on steps, stairways and railings;
3. Observe, operate and report on garage doors, garage door safety devices and garage door operators;
4. Where visible and readily accessible, observe and report on the bath and/or kitchen vent fan ducting to determine if it exhausts to the exterior of the residential building;
5. Observe, operate and report on a representative number of primary windows and interior doors;
6. Observe and report on visible signs of water penetration.

(b). Home inspectors are not required to:

1. Ignite fires in a fireplace or stove to determine the adequacy of draft, perform a chimney smoke test or observe any solid fuel device in use;
2. Evaluate the installation or adequacy of inserts, wood burning stoves or other modifications to a fireplace, stove or chimney;
3. Determine clearance to combustibles in concealed areas;
4. Observe and report on paint, wallpaper or other finish treatments;
5. Observe and report on window treatments;
6. Observe and report on central vacuum systems;
7. Observe and report on household appliances;
8. Observe and report on recreational facilities;
9. Observe and report on lifts, elevators, dumbwaiters or similar devices.

#### Section 197-5.13 Insulation and Ventilation

(a). Home inspectors shall:

1. Observe, describe and report on insulation in accessible, visible unfinished spaces;
2. Observe, describe and report on ventilation of accessible attics and foundation areas;
3. Observe and report on mechanical ventilation systems in visible accessible areas.

(b). Home inspectors are not required to:

1. Disturb insulation;
2. Operate mechanical ventilation systems when weather or other conditions are not conducive to safe operation or may damage

the equipment.

#### Section 197-5.14 Fireplaces

(a). Home inspectors shall:

1. Observe and report on visible and accessible system components;
2. Observe and report on visible and accessible chimneys and vents;
3. Observe and report on chimney caps;
4. Observe and report on fireplaces and solid fuel burning appliances;
5. Observe and report on chimneys;
6. Observe, operate and report on accessible fireplace dampers.

(b). Home inspectors are not required to:

1. Observe and report on the interiors of flues or chimneys;
2. Observe and report on fire screens and doors;
3. Observe and report on automatic fuel feed devices;
4. Observe and report on mantles and fireplace surrounds;
5. Observe and report on combustion make-up air devices;
6. Observe and report on heat distribution assists;
7. Ignite or extinguish fires;
8. Determine draft characteristics;
9. Move fireplace inserts and stoves or firebox contents.

#### Section 197-5.15 Attics

(a). Home inspectors shall observe and report on any safe and readily accessible attic space describing:

1. The method of observation used; and
2. Conditions observed.

(b). Home inspectors are not required to enter any attic where no walkable floor is present or where entry would, in the opinion of the home inspector, be unsafe.

#### Section 197-5.16 Limitations and Exclusions

(a). Home inspectors are not required to observe any item that is concealed or not readily accessible to the home inspector. The home inspector is not required to move furniture, personal or stored items; lift floor coverings; move attached wall or ceiling coverings or panels; or perform any test or procedure which could damage or destroy the item being evaluated.

(b). Home inspectors are not required to observe appliances, recreational facilities, alarm systems, intercoms, speaker systems, radio controlled devices, security devices and lawn irrigation systems.

(c). Home inspectors shall not be required to determine the presence or absence of any suspected hazardous substance including but not limited to, latent surface and/or subsurface volatile organic compounds, PCB's, asbestos, urea formaldehyde insulation, toxins, carcinogens, diseases, wood destroying organisms, mold, hazardous plants, illicit drugs or drug making equipment, lead paint, noise or contaminants in soil, water, air quality, wet lands or any other environmental hazard.

(d). Except as otherwise necessary and required by this Standards of Practice, home inspectors are not required to use special instruments or testing devices, such as amp meters, pressure gauges, moisture meters, gas detectors and similar equipment.

(e). Home inspectors are not required to report on real property, geological, environmental or hazardous waste conditions, manufacturer recalls or conformance of proper manufacturer installation of any component or system, or information contained in Consumer Protection Bulletins. Home inspectors are not required to report upon past or present violations of codes, ordinances or regulations.

(f). Home inspectors are not required to provide an inspection of any condominium common component or system, or to evaluate condominium reserve accounts.

(g). Home inspectors are not required to enter any residential building or area of a building that, in the opinion of the home inspector, is dangerous to the safety of the home inspector or others or that will result in damage to the property, its systems or components.

(h). Home inspectors shall not be required to enter any area or perform any procedure which, in the opinion of the home inspector, may damage the property or its components.

- (i). Home inspectors shall not be required to observe any system or component that is not included in this Standards of Practice.
- (j). Home inspections performed in accordance with these Standards of Practice are not technically exhaustive and are not required to identify concealed conditions, latent defects or consequential damages.
- (k). Home inspectors are not required to determine:
1. Conditions of systems or components that are not readily accessible;
  2. The remaining life expectancy of any system or component;
  3. The strength, adequacy, effectiveness or efficiency of any system or component;
  4. The causes of any condition or deficiency;
  5. The methods, materials or costs of corrections;
  6. The future condition of a system or component including, but not limited to, the failure of the system and/or components;
  7. The suitability of the property for any specialized use;
  8. The advisability of purchase of the property;
  9. The presence of potentially hazardous plants or animals including, but not limited to, wood destroying organisms or diseases harmful to humans including molds or mold-like substances;
  10. The presence of any environmental hazard including, but not limited to, toxins, carcinogens, noise, and contaminants in soil, water and air;
  11. The effectiveness of any system installed or method utilized to control or remove suspected hazardous substances;
  12. Operating costs of systems or components;
  13. Acoustical properties of any system or component;
  14. Soil conditions related to geo-technical or hydrologic specialties.
- (l). Home inspectors are not required to offer:
1. To perform work in any trade or profession other than home inspection;
  2. Warranties or guarantees of any kind.
- (m). Home inspectors are not required to operate:
1. Any system or component that is shut down or otherwise inoperable;
  2. Any system or component that does not respond to normal operating controls and shall not be required to dismantle any system or component, except as explicitly required by these Standards of Practice;
  3. Shut off valves or manual stop valves;
  4. Any system or component that, in the opinion of the home inspector, is dangerous to the home inspector or other persons, or will result in damage to the residential building, its systems or its components.
- (n). Home inspectors are not required to observe:
1. Concealed spaces or components or underground items including, but not limited to, underground storage tanks or other underground indications of their presence, whether abandoned or otherwise;
  2. Items that have not been installed;
  3. Installed decorative items;
  4. Items that are not entered in accordance with subdivision 15 of this section;
  5. Detached structures other than garages and carports.
- (o). Home inspectors shall not be required to describe or report on any system or component that is not included in these Standards of Practice and was not inspected.
- (p). Home inspectors shall not be required to move personal property, furniture, equipment, plants, soil, snow, ice or debris.
- (q). These Standards of Practice are not intended to limit home inspectors from excluding systems and components from the home inspection if requested by the client.

Pre-Inspection Agreement included, but may be a separate attachment.