

ACCUTECH INSPECTION BUREAU LLC

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PRE-INSPECTION AGREEMENT FOR ABC HOME CERTIFICATION

Please read this document carefully. It contains provisions that will limit, certain of Client's rights, including client's right to maintain a court action, and limitations on time as to when any action could be undertaken. If client has any questions regarding the terms of this pre-inspection agreement client should discuss them with their attorney and the inspector prior to signing this agreement. In compliance of The New Jersey Administrative Code, N.J.A.C. §13:40-15.15, hereinafter referred to as the **NJAC**, this Pre-Inspection Agreement must be signed by the Client prior to start of the inspection. Client agrees that this agreement, for a home inspection and the home inspection report therefrom, shall also form the basis for this home's certification. The Client in this agreement is the home seller only, and no one else, even if the certification has been requested by and or paid for any one else, other than the Home seller.

1. This Pre-Inspection Agreement (the Agreement) contains the terms and conditions of the Client's contract with *Accutech Inspection Bureau LLC* (the Company) for home inspection as defined by **NJAC** of the Property at the address, as written below and describes the scope of the Inspection, limitations of liability, and remedies and authorized the company to undertake the inspection as per these terms and conditions. This agreement document is only one of several parts of the total contract documents. The inspection report is an integral part of contract documents. If you did not get copy of your inspection report at the time of inspection, and or, if any part of it is being sent to you by mail and or electronically, the Company will sent it out within 5 working days of completion of the inspection. It is the client's responsibility to report in writing, any non-receipt of documents, within ten days of the inspection; otherwise the Company may assume that the client has received all documents, and be absolved of any responsibilities for providing a written report. This Pre-Inspection Agreement shall be governed by New Jersey law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between parties.

2. The Certification is as per standards provided by the American Bureau of Certification, hereinafter referred to as **ABC**. This Home inspection and the home inspection report therefrom, shall also be the basis for this Home's certification, which shall also be utilized by parties other than the client. The client hereby consents to such certification, its release to the general public and its utilization by them in any manner as they deem fit. The Client acknowledges that Client and or any authorized representative has been encouraged to attend and participate in the inspection and recognizes that failure to do so may result in less than complete understanding of the findings. Client further acknowledges that such participation is at the Client's own risk of injuries, property damage etc and shall provide a safe passage for the Company to enter and inspect "inspect-ready" property. Should there be any conflict between **NJAC** and **ABC** standards, **NJAC** shall have precedent over **ABC** and **NJAC** shall full met without any tempering or altering **NJAC**. Should there be any additional requirements of **ABC** over **NJAC**, additional requirements of **ABC** shall also be met over and above **NJAC** but without injuring the **NJAC**.

3. The Company agrees to perform a limited visual inspection of the systems and components included in the inspection as they exist at the time of the inspection and for which a fee has been agreed upon. Home Inspectors, including the Company, are governed by the rules in the New Jersey Administrative Code contained at **NJAC** and the licensee shall comply with these rules. Failure to comply with these rules may subject the licensee to discipline. The inspection is limited by the limitations, exceptions and exclusions as contained in the Standards of Practice, **NJAC**, and this Pre-Inspection Agreement. A home inspection is a limited visual, functional, non-invasive inspection, conducted for a fee or any other consideration, and performed without moving personal property, furniture, equipment, plants, soil, snow, ice, or debris, using the mandatory equipment and including the preparation of a home inspection report of the accessible elements of the following systems and components of a residential building as described more fully in **NJAC**, and unless agreed upon in writing and paid for, nothing else has been added to the scope of this agreement. The purpose of the home inspection is to identify and report on material defects found in those systems and components. A material defect is a condition, or functional aspect, of a structural component or system that is readily ascertainable during a home inspection that substantially affects the value, habitability or safety of the

dwelling, but does not include decorative, stylistic, cosmetic, or aesthetic aspects of the system, structure or component. Accessible means available for visual inspection without requiring the moving of personal property, dismantling, destructive measures, or any action which will likely involve risk to persons or property.

4. Pursuant to **NJAC**, the Company is not required to, including but not limited to undertake acts such as: a. enter any area or perform any procedure which is, in the opinion of the home inspector, unsafe and likely to be dangerous to the inspector or other persons; b. enter any area or perform any procedure which will, in the opinion of the home inspector, likely damage the property or its systems or components; c. enter any area which does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance; d. identify concealed conditions and latent defects; e. determine life expectancy of any system or component, condition and/or operation of any appliance where connecting piping, wiring and/or components are not readily accessible and visible; f. determine the cause of any condition or deficiency; g. determine future conditions that may occur including the failure of systems and components including consequential damage; h. determine the operating costs of systems or components; i. determine the suitability of the property for any specialized use; j. determine compliance with codes, regulations and/or ordinances; k. determine market value of the property or its marketability; l. determine advisability of purchase of the property; m. determine the presence of any potentially hazardous plants, animals or diseases or the presence of any suspected hazardous substances or adverse conditions such as mold, fungus, toxins, carcinogens, noise, and contaminants in soil, water, and air; n. determine the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances; o. operate any system or component which is shut down or otherwise inoperable; p. operate any system or component which does not respond to normal operating controls; q. operate shut-off valves; r. determine whether water supply and waste disposal systems are public or private; s. insert any tool, probe or testing device inside electrical panels; t. dismantle any electrical device or control other than to remove the covers of main and sub panels; u. walk on unfloored sections of attics; and v. light pilot flames or ignite or extinguish fires. Should any information be provided contrary the provisions of this clause, it is not deemed to be a professional evaluation by the

licensee and Client agrees to not rely on such information. Company is not offering, any service, except the home and other inspections that have been paid for, such as professional Engineering, Architectural or construction services etc. The client accepts and binds him / her / themselves to the findings of the home inspection, the home inspection report and the certification in its entirety. Should the Client wish to repair / replace / upgrade any component, another inspection would be required to report the findings after such activity has taken place.

5. The Client understands that the company and the inspector shall remain as impartial and as objective as humanly feasible and Client accepts all such subjectivity. This inspection does not include the removal of drywall, paneling, suspended ceiling tiles, insulation, carpeting, moving of furniture or other items. The Company cannot render an opinion as to the condition of any systems or components of the Property that are concealed by walls, drywall, paneling, suspended ceiling tiles, insulation, carpeting, furniture or any other items stored in or on the property at the time of the inspection. The Client understands that due to prevailing weather conditions, and time constraints in performing the home inspection, the Company cannot warrant that the Property is completely free from any water penetration. The Client understands that the Company will use its best efforts to determine, based solely on visible conditions at the time of the inspection, whether there are ongoing water penetration issues at the Property that constitute a material defect.

6. PLEASE READ CAREFULLY. BINDING ARBITRATION PROVISION. Any dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of the New Jersey Consumer Fraud Act, N.J.S.A. §56:8-1 through §56:8-20, or any other theory of liability arising out of, from or related to this Pre-inspection Agreement or arising out of, from or related to the Inspection or Inspection Report shall be submitted to final and binding arbitration as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc., or other similar entity, utilizing their respective Rules and Procedures. A NJ Licensed Home Inspector shall be a member of the Arbitration Board. The decision of the Arbitrator shall be final and binding and judgment on the decision may be entered in any Court of competent jurisdiction. Client agrees to limit its action against the party in this contract only and shall not involve any individual

connected with this inspection. **NOTICE:** The Client and the Company have the right and the opportunity to litigate disputes through a court and have a judge or jury decide the disputes but have agreed instead to resolve disputes through binding arbitration.

7. PLEASE READ CAREFULLY. LIMITATION ON TIME TO FILE A LAWSUIT OR CLAIM. Any legal action arising out of, from or related to this Pre-inspection Agreement or arising out of, from or related to the Inspection or Inspection Report, including (but not limited to) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of the home inspection. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights, or claims based thereon. This time limitation period may be shorter than provided by state law. The Company **does** provide higher limits of liability, extensive and or higher levels of inspection standards above the standard inspection as provided by NJAC, no arbitration provision, and or other provisions if and as required by the Client, and shall make it available, for additional fees.

8. The Client specifically acknowledges that this home inspection is not an environmental survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include, but are not limited to: asbestos, radon, lead, urea formaldehyde, mold, mildew, fungus, odors, noise, toxic or flammable chemicals, water or air quality, PCBs or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide, the presence of or any hazards associated with the use or placement of Chinese drywall at the Property, any adverse condition which may affect the Property, including conditions due to the installation of suspect stucco/synthetic stucco and/or EIFS, or any other environmental or health hazards, unless otherwise agreed to and an additional fee paid. The Client understands that this home inspection is not intended to discover or disclose whether any system or component of the Property has been affected by the illegal manufacture, distribution, storage, possession or sale of any controlled dangerous substances, including, but not limited to, methamphetamines, and including any and all chemicals, tools or household fixtures or appliances used to facilitate such illegal activities, and the

Client further understands that the Company can not determine whether any environmental hazards exist at the Property resulting from any activities related to any controlled dangerous substances. Company is not responsible or accountable for services or tests performed by sub contractors, companies other than in contract here.

9. The Client understands that the adequacy of heat and air conditioning distribution is difficult to determine on a one time visit to the Property and that the Company cannot warrant that the heating or air conditioning systems present at the time of the inspection adequately distribute heat or air conditioning throughout the Property. The Company does not check, thermostats, or such other controls or their proper calibrations. The Inspection and Inspection Report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. Additionally, neither the Inspection nor Inspection Report is a substitute for any real estate transfer disclosures that may be required by law. Any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. Client also agrees to allow the Company ten (10) days to come to the Property to inspect and evaluate any condition complained of by the Client to the Company and not to make or allow others to make any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency.

10. The Company's agreement to perform the Inspection is contingent on Client's agreement to the provisions, terms, conditions, and limitations of pre-inspection agreement. Client warrants they will read the entire Inspection Report when received and shall promptly inform with any concerns Client may have. The Client further warrants that they will follow all of the recommendations given in the Home Inspection Report or made verbally at the time of the inspection.

11. This Pre-Inspection Agreement and all subsequent documents issued by the Company represent the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by

the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. This Inspection is being performed for the exclusive use and benefit of the Client. The Inspection, including the written Report, cannot be transferred, utilized or relied upon by anyone else without prior written permission of the Company.

12. The Client and the Company agree that unless checked, and paid for, the following systems and/or components of the Property are specifically excluded from the home inspection at the request of the client: Sprinkler systems, Septic / drain-fields / cess-pools, Indoor air quality, Swimming pools, Sauna, Detached buildings, personal / common property, Trash compactors, Tennis courts, Underground utilities, Intercom or security systems, Wells / springs, Low volt systems, Playground equipment, Central vacuum systems, Oil tanks / soil test, Solar systems, Water test or softeners, portable appliances such as window air conditioner, table top appliances such as microwaves etc, Common property such as of a condominium etc

13. The Client understands that if any systems and / or components of the Property cannot be inspected due to unforeseen circumstances during the initial Inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the Property at a later date or time to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified and excluded in the Home Inspection Report. If Client desires the Company to return at a later date or time the Client hereby agrees that the Company will charge the Client an additional fee in the amount of \$ 195.00 per hour to conduct any subsequent inspection.

14. Home Certification by Company is an aid for the seller to promote their home for sale and is neither a guarantee nor a warranty that the home will be sold, at a specific price, within any time limit, that the potential buyer and or their home inspector's shall make no other demands for any concessions, ask or seek any other alterations, repairs, replacements and or upgrade in any manner. Should this certification be requested by a potential buyer and any other third party and this inspection request be to fulfill such requirement, the Company is in no way representing the other parties and does not make any promises for any kind of

activity or benefit to the Clients. The client is free to make that decision to undertake or not such inspection requests. The Company is not an agent for any other parties, entities and is an independent third party unbiased purveyor of inspection findings and certifying the properties, within the confines of the stated standards and protocols.

15. Client understands that releasing the home certification report and home inspection report to the general public at large, world wide, contains certain risks and potential hazards to the owners, residents and the property and their privacy. The Company, ABC and other entities involved in the certification and promoting the home for sale, do not, cannot and will not offer any protection, of any kind to any one. Should the Client wish to withdraw certification at any time, the client may do so by giving notice in writing to the Company and the Company agrees to cease providing information within 10 working days from such date when the written notice was received by the company. However Company makes no guarantee that the Company can also withdraw all information from all other Data banks, bases, internet or all other such entities and that all other actors / players shall also abide by Clients request in total. By accepting this order, the Company has merely agreed to inspect the property as per **NJAC** and certify it as per **ABC** and further release the home inspection report and home certification to the general public and alleged prospective buyers, and does not assume any other role in this home transaction activity. Clients understand that **NJAC** and **ABC** are two separate entities for separate purposes and should evaluate the merits of **ABC** certification Independently. The Company and the home inspectors are the licensees of NJ State and **ABC**, and are not assuming the role of any thing other than complying with inspection and certification process as provided by respective agencies. This home inspection is a dual purpose activity and this agreement primarily covers the requirements of pre-inspection agreement under **NJAC**. There may be additional requirements for home Certification, and all of those requirements may not be included in this agreement, and may be covered in another document.

16. Home Warranty, if any is provided by the third party and the Company assumes no responsibility for such provisions, acts of others.

17. Unless, any finance agreements have been made for the payment of home inspection and certification, the Client agrees to pay \$75.00 charge for any dishonored check, 1½ % interest charges & \$ 75.00 minimum fee for each monthly billing & or administrative costs, unless paid by cash or a good check at the time of inspection. Company's hourly rate is \$ 195.00. Company may assign the receivable amount to any individual / third party for collection and or instituting a claim. Client agrees to let the company assign this agreement to an individual and the company be represented by an individual so named in the court of law, if required. Client authorizes to make this report public. Home Inspection fee for this inspection is: \$ _____ and for certification is \$ _____. Company shall charge extra fee above the quote provided, if the property size, number of rooms, kitchens, baths, additional structures, extensions, additional utilities and/or components were misstated by the client, when fee was quoted by the company. If there are any financing agreements for the payment of any inspection and or certification fees, such agreements do not absolve the Client to pay the Company for its services. Any disputes between the Client and the financing company on any issue shall be resolved between the Client and the financing company without any harm or involvement of this inspection Company.

18. I _____ hereby acknowledge that regardless of the date when this executed document was received by the Company, I had read and consented to the entire agreement, at least one full working day, prior to the inspection & agreed to let the company undertake the standard home inspection on the standard terms, including arbitration, higher client deductions, & lower limits of the company liability. I have declined to pay extra fees for higher company liability, lower deductions and no arbitration terms. I understand that, I have up to three days to return the report documents with declaration page duly executed back to the company and receive my refund of the standard home inspection fee, and this agreement shall be deemed null and void, as though no home inspection was ever ordered. If I choose not to return the report and the "No Use Declaration form" by certified mail, I waive all my rights to negotiate any agreement terms, and accept all terms as printed herein.

Client address (print) _____

Address of property to be inspected: _____

Date of requested inspection services: ___/___/_____ Start time: __:__ AM/PM

Client's signature: _____ Date: ___/___/_____

Executor acknowledges that he/she, him/her self executed this document, and or has the power of attorney to do so. Signed for client, one signature binds spouses, et. alls, etc for agreement to terms & receipt of a copy of this document.

For *Accutech Inspection Bureau LLC* _____ Date: ___/___/_____

Payment receipt: Received check # _____ dated ___/___/_____ Cash \$ _____ or Finance Contract # _____ dated ___/___/_____ for the company x _____ Signed for and by Company.