

# **CLIENT'S PERMISSION TO HOME INSPECTOR TO UNDERTAKE INSPECTION PRE-INSPECTION AGREEMENT AND THE SCOPE OF WORK UNDERTAKEN**

**IMPORTANT:** You, the client, are entering into an agreement with the inspection company and or the licensee entity undertaking the inspection; and neither the publisher or printer of this report-format publication, the master licensor, nor the inspector as an individual. This agreement is only one of the 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, & or, if any part of it is being sent to you by mail or electronically, inspection company will sent it out within 5 working days of completion of the inspection. It is client's responsibility to report non-receipt of documents to the office by certified mail, within ten days of the inspection otherwise the inspection company may assume that client has all the documents, and be absolved of all responsibilities for providing written report. Client's privileges for fee-refund or disagreements are time-limited. You must return all documents by certified mail to the company, within 3 days of the first receipt of the inspection findings information to you; otherwise you accept all terms and conditions of the agreement and the report in its entirety. If you accept the refund, this agreement shall be null & voided. This agreement shall be binding for all work(s) and multiple properties, between the parties, regardless of the property addresses written herein, and dates when undertaken.

1. **Entire agreement, binding effect, severability & limitation of liability:** This agreement represents the entire agreement between the parties. Hereinafter the client is referred to as "Client" and inspection company performing this inspection as "company". There are no verbal agreements and the client will not rely on any precedence of the acts of the company, literature, advertisements, business cards, or hearsay. Any change, modification, or amendment must be in writing and signed by both parties hereto. This agreement shall be binding upon and insure to the benefit of the parties hereto and the respective heirs, successors, and assigns. If any portion of this agreement is unenforceable, the balance of the agreement shall still survive without excluded or un-enforced provision (s). **Client agrees that clients exclusive remedy and or the entire maximum liability of the company, its employees, agents, officers, directors, and subcontractors shall be limited to five times the amount of building inspection fee only, paid by the client** (not for other / third party inspection (such as WDI and or Radon etc) / lab fees etc paid by client) **(but this maximum liability amount shall be no less than \$ 1,000.00)**. In the event of any loss suffered by the client, that the client wishes to recover from the company, client is bound to let the company and or its appointees examine and record the loss (including electronically) prior to the client curing it.

2. **Exclusive use:** Client acknowledges that the inspection report is the copyrighted property of the company, and is intended for client's sole, confidential, and exclusive use and possession, and may not be copied or otherwise reproduced in any manner or media, without company's prior written consent. Client(s) hereby consent, to the company's use, of the client's name and this work, for referral or company's promotion purposes.

3. **Warranty:** Company warrants that it shall adhere to the protocols and standards of inspection as prescribed herein. The inspection and the report is not intended to be a guarantee, warranty, risk assessment or insurance policy for the client. Company makes no express or implied guarantees or warranties regarding the adequacy, performance, or condition of any structure, item, or system, or the continued operation of any item or system, and hereby disclaims any implied warranties or liability for consequential damage. Third party warranty may be available, provided client requests for it, prior to inspection. No predictions / warranty is made for the moisture tight worthiness of the structures including but not limited to No-water in basements, and or no leaks or cracks including but not limited to fuel burning appliances, foundations and or roof etc. Company endeavors to seek out as many major visual defects in accessible areas on the date/ time of inspection as feasible, but does not warrant that all defects shall be uncovered / reported. Inspectors tend to be as impartial & objective as humanly feasible in inspection(s) and or reporting; however, client accepts inspector's subjectivity, if any. Company does not itemize cosmetic or obvious minor defects.

4. **Arbitration:** **Unless client has specifically paid to waive this provision, under the standard inspection agreement, any controversy or claim arising out of, or related to this agreement and or inspection or any alleged breach thereof will be settled by binding and mandatory arbitration in accordance with rules of American arbitration association.** Company reserves the right to choose, a sole arbitrator, first. Judgment upon any award rendered by such arbitrator (s) may be entered in any court having jurisdiction. If the claim initiated, cannot be established in its entirety, the party initiating action shall pay for entire costs of the other party for defending such action. **In the event, if any liability is judged against the company, client agrees to pay the first \$ 5,000.00 of the company's liability**

Initial \_\_\_\_\_ Date \_\_\_\_\_ Name of Client \_\_\_\_\_ Address / Town \_\_\_\_\_

and or company's costs for handling this action, as client's contribution (standard deductible) of the liability and or other costs against the company. Except for any criminal issues, client agrees to not to bring any civil law suite against any individual, officer, shareholder, employee, representative and or agent of the company, for personal neglect or personal liability under this agreement and agrees to hold them harmless entirely. This agreement is applicable only to parties named herein and their heirs, and or their assignees & all disputes arising out of this agreement, if any, are to be resolved only by them, in Somerset County, NJ, USA, only.

5. **Subcontracted or other services** (including but not limited to radon, WDI, water, lead, septic etc.): The company may book tests, or services other than primary home inspection, for the client with the subcontractors & or laboratories only to facilitate the client. The company shall not be responsible for any specific performance of these entities. The Company does not represent itself to be any one, other than a Home Inspection entity as defined by NJ State Law, and has not solicited nor is offering any services other than home inspection e.g. professional engineering, architectural, estimation, construction, repair or maintenance, rental management, real estate sales, mortgages, insurance, warranty services etc under this agreement, even if the company can & may engage in such services elsewhere, and or the inspector is professionally qualified to be an engineer and or other professional or service provider.

6a. **Additional limitations:** Typical and permanently installed components which, are normal in an average dwelling, are evaluated in a snap shot manner for functionality only, for a very brief period, during the inspection. Portable appliances and or appliances of value under \$ 1000.00, such as window air-conditioners, tabletop microwaves, water coolers etc are not within the scope of this inspection. We do not test, the accuracy of the controls, thermostats, timers etc, any component when the conditions are not conducive for its test, or with special test equipment etc for extensive inspection. This inspection is being conducted by a generalist and is not technically exhaustive. The inspectors are not required to move personal property, debris, furniture, equipment, carpeting, or other materials or objects which, may impede access or limit visibility. Latent or concealed defects are not within the scope of the inspection. No invasive or destructive testing will be conducted. No equipment or systems will be dismantled. Compliance with past or present building, zoning, or other governmental codes or regulations is not within the scope of the inspection. Company may not comment on architectural / design deficiencies. Repair / replacements costs, if provided are as furnished by outside sources believed to be accurate for prospective budgeting purposes only and are not warranted. Client understands and acknowledges that the inspection will not address the possible presence of or danger from asbestos, lead, urea formaldehyde, toxic or flammable chemicals, carbon monoxide or other undesirable gases, water or airborne related illness or disease, or other similar or potentially harmful substances. Client is urged to consult a qualified professional for identification, or testing for such substances, if desired. This inspection is not a substitute for condition check at pre-settlement or closing to undertake possession. Client undertakes to re-inspect prior to closing and has been requested to attend all inspection (s) personally. Client assumes all liability for failure to do so.

6b. **Scope of inspection: Company agrees to perform a standard visual inspection, at one visit only of captioned structure and to provide client or their representative with only one copy of written inspection report delivered by hand, electronically or by mail.** The purpose of the inspection is to identify major, visually observable defects in accessible components at the time of inspection, which in company's opinion might affect the use of the property or the typical buyer's decision to purchase. A major, visually observable defect is one, which can be detected by visual examination only and will cost \$1000.00 or more to cure or prevent further deterioration of the property, with in 90 days of inspection. The inspection is limited to, readily and safely accessible components and clients delivery of properly protocol-ed environment. A substantially comprehensive inspection is also available to the client, for an additional fee. Company's observations, inference and recommendations may be subjective or inconclusive depending upon several factors present at the time of inspection. The company may use express checklist format system, to expedite the reporting. However a more detailed custom formatted narrative style report is available to the client for additional fees. The company may provide services, beyond the agreement, at its own option for client's general information only, but without assuming any liability for such services. A third party warranty and or insurance on the life / working of the components may also be available for extra charge. Extra visits for any reason shall cost the client a minimum of \$ 200.00 per visit to the property.

6c. **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 \$ 200.00. Company may assign the receivable amount to any individual / third party for collection & 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.

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7a. **Systems covered:** unless extensive inspection has been requested, this standard inspection shall be a limited focus within the time limit allocated for the inspection & is limited to representative portions of following systems and/or components of the property & as per limited liability of company, standard deductions from customer, & arbitration terms:

*Foundation Roof Structural system Electrical system Plumbing system HVAC system Partial Re-inspection*  
Whole building inspection (all of the above), and as per the NJ state standards of practice, incorporated herein.  
Radon (if included) the company collects and mails test(s) only, but does not undertake to monitor site compliance.  
Radon test kit only, to test by the owner

Wood boring insects (if included) identifies presence or absence of wood-boring insects (termites, carpenter ants, powder post beetles, & or carpenter bees, but not of rodents, vermin or insects not expressly included) & any resulted major visual structural damage, in accessible, probe-able components excluding common properties.

\_\_\_\_\_ Family structure \_\_\_\_\_ Dwelling unit in duplex / multifamily Mixed use structure COMMERCIAL structure

7b. **Systems not covered:** \_\_\_\_\_

7c. **Limitations:** unless checked, the following items will not be included in the inspection:

Sprinkler systems Septic/drain-fields / Cess-pools Indoor air quality swimming pools 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 heat systems Water test or softeners \_\_\_\_\_

7d. **Payment:** Client agrees to pay in cash or by acceptable check to company, at the time of or prior to the inspection, for  
Standard inspection: \$ \_\_\_\_\_, Radon can / test \$ \_\_\_\_\_, WDI \$ \_\_\_\_\_ No arbitration clause fee \$ 00.00  
Longer claim filing term fee \$ 00.00 Higher company liability fee \$ 00.00 Lower Client deductions fee \$ 00.00 & fee for  
\_\_\_\_\_ \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

7e. Extensive inspection (fee: 6% of the fair market property value, minimum \$ 2,500.00) Accepted  Declined  
(Higher limits of company liability and lower deduction from client shall apply)

Client authorizes to send this report to  Agent  Attorney  Do not copy this report to any one

8. **Please read all pages / sides, before signing this agreement. Thank you**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ by and between (company / DBA) \_\_\_\_\_  
\_\_\_\_\_ for inspection on: date: \_\_\_\_\_ day: \_\_\_\_\_ at time \_\_\_\_\_ AM / PM

And \_\_\_\_\_  
(Client): Mr./Mrs./Ms.  
For structure at: \_\_\_\_\_

I \_\_\_\_\_ hereby acknowledge that regardless of when I returned this duly executed document back to the company, I had read and consented to the entire agreement at least one full working day, prior to this inspection & agreed to let the company undertake the standard home inspection on the standard terms, including arbitration, higher client deductions, & lower limits of company liability. I have declined to pay extra fees for higher company liability, lower deductions and no arbitration etc terms. I understand that in the event I have not understood any terms of the agreement, I have up to three days to return the report, agreement documents back to the company and receive my refund of the inspection fee. If I choose not to return the report and the agreement by certified mail, back to the company, I waive all my rights to negotiate any agreement terms, and accept all terms as printed herein.

X \_\_\_\_\_ x \_\_\_\_\_  
Executor acknowledges that he / she, him / her self executed this document, and Signed for the company  
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

Documents received by client: WDI Inspection report Radon lab info x _____	<b>Payment receipt:</b> Received check # _____ Cash \$ _____ For company by x _____
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