

# **EASTERN Home Inspections of New Jersey**

3070 Route 206, Mansfield, NJ 08022

800-333-2783 (voice) 609-291-2709 (fax)

## **PRE-INSPECTION AGREEMENT**

*This is a legally binding contract. Please read it carefully.*

**Client:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ (h) \_\_\_\_\_ (w) \_\_\_\_\_

**Property to be Inspected:** \_\_\_\_\_

**Client's Present Address:** \_\_\_\_\_

**Inspection Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_ **Inspector:** \_\_\_\_\_  
(Name) (NJ Home Inspector License #)

**Fee:** \$ \_\_\_\_\_ includes (✓ applicable):  Home Inspection (as defined by N.J.A.C. 13:40-15.2)  Wood Destroying Insect Infestation Report  Radon Test  Reinspection  Other \_\_\_\_\_.

**THIS INSPECTION AGREEMENT** contains the terms and conditions of your (the "Client") contract with Eastern Home Inspections of New Jersey (the "Company"), a division of Eastern Integrated Services Corp., for an Inspection of the Property at the above address. This Inspection Agreement contains limitations on the scope of the Inspection, remedies and liability. Please read it carefully. By signing below, Client represents and warrants that Client has secured all approvals necessary for the Company to conduct the Inspection of the Property. The Client also warrants that: (a) Client has read this Agreement carefully, (b) Client understands Client is bound by all the terms of this Agreement, and (c) Client will read the entire Inspection Report when received and promptly inquire if any questions arise. Client understands that the Inspection and Inspection Report are performed and prepared for Client's sole and exclusive use and is not intended to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

**1. INSPECTION.** The Company agrees to perform a limited visual inspection of the readily accessible systems and components included in the Inspection as they exist at the date and time of the Inspection and for which the Client agrees to pay a fee. The Inspection does **NOT INCLUDE** any detached structures unless specified. The Company is governed by the rules in the New Jersey Administrative Code contained at N.J.A.C. 13:40-15 and that the licensee shall comply with these rules and failure to comply with the rules may subject the licensee to discipline. The Client understands that the Company will perform a Home Inspection in accordance with the Standards of Practice of N.J.A.C. 13:40-15.16 (available upon request) and **SHALL INCLUDE** (unless specifically excluded below) the following visually accessible systems and components: Structural Components; Exterior Components; Roofing System; Plumbing System; Electrical System; Heating System; Cooling System; Interior Components; Insulation Components and Ventilation System; and Fireplaces and Solid Fuel Burning Appliances.

Client requests and authorizes the Company to exclude from the scope of the Home Inspection the following Systems or Components identified in Section 1 "Inspection" above and in N.J.A.C. 13:40-15.16(c):

\_\_\_\_\_

The Client understands and agrees that a licensed specialist(s) of Client's choice and hire should perform inspection of the above excluded System(s) and/or Component(s).

The Company will provide recommendations where material defects were found to repair, replace or monitor a system or component or to obtain examination and analysis by a qualified professional, tradesman, or service technician without determining the methods, materials or cost of corrections. The Company will probe structural components where deterioration is suspected unless such probing would damage any finished surface. The Company will employ reasonable, practicable and safe methods to inspect the property. The Company does not offer an opinion as to the advisability or inadvisability of the purchase of the property, its value or its potential use. The Client will receive a written report of Company's visual observations of the readily accessible features of the Property. Conditions beyond the scope of the Inspection will not be identified.

**2. LIMITATIONS, EXCEPTIONS AND EXCLUSIONS.** The Inspection includes only those systems and components expressly and specifically identified in the Inspection Report. Any areas which are not exposed to view or concealed and inaccessible because of soil, walls, floors, ceilings, furnishings, etc. or items/systems which have been excluded by the N.J.A.C. 13:40-15.16 and/or by agreement of the parties are not included in this Inspection. In accordance with N.J.A.C. 13:40-15.16(b), the home inspector is **NOT REQUIRED** to 1) 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; 2) 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; 3) enter any area which does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance; 4) identify concealed conditions and latent defects; 5) determine life expectancy of any system or component; 6) determine the cause of any condition or deficiency; 7) determine future conditions that may occur including the failure of systems and components including consequential damage; 8) determine the operating costs of systems or components; 9) determine the suitability of the property for any specialized use; 10) determine compliance with codes, regulations and/or ordinances; 11) determine market value of the property or its marketability; 12) determine advisability of purchase of the property; 13) 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; 14) determine the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances; 15) operate any system or component which is shut down or otherwise inoperable; 16) operate any system or component which does not respond to normal operating controls; 17) operate shut-off valves; 18) determine whether water supply and waste disposal systems are public or private; 19) insert any tool, probe or testing device inside electrical panels; 20) dismantle any electrical device or control other than to remove the covers of main and sub panels; 21) walk on unfloored sections of attics; and 22) light pilot flames or ignite or extinguish fires.

The following are items, systems and components among those also **NOT INCLUDED** in the Home Inspection: 1) swimming pools, hot tubs, wells, septic systems, underground or inaccessible oil/fuel and storage tanks, security systems, telephone and cable TV cables, central vacuum systems, water softeners, sprinkler systems, underground pipes, central air conditioning when outside temperature is below 60 degrees Fahrenheit, fire and safety equipment and the presence or absence of rodents, termites and other insects; 2) radiant heat systems, furnace heat exchangers, solar heating systems, gas barbeques, location of boundaries, easements or rights of way, repair cost estimates or building value appraisal. Structural, geological, soil wave action or hydrological stability, survey, engineering, analysis or testing; 3) free standing appliances and gas appliances such as fire pits, heaters and lamps. Main gas shut-off valve. Any gas leaks;

4) the presence of potentially harmful substances, geological and environmental hazards including but not limited to mold, fungus, animals and/or feces and urine, carcinogens, noise, diseases, radon gas, lead paint, asbestos, urea formaldehyde, toxic or flammable chemicals, water and airborne hazards; and any systems installed to mitigate, reduce, or eliminate the presence of potentially harmful substances, geological and environmental hazards; and 5) cosmetic items including but not limited to paint, wall coverings, carpeting, floorings, paneling, and landscaping.

This Inspection does NOT include any destructive testing or dismantling of the house or systems. Throughout any inspection, inferences are drawn that cannot be confirmed by direct observation. Clues and symptoms often do not reveal the full extent or severity of problems. While some of the less important deficiencies are addressed, an all-inclusive list of minor building flaws is not provided. Client agrees to assume all the risk for all conditions that are concealed from view at the time of the Inspection or exist in any areas excluded from Inspection by the terms of this Agreement. While it is rare, some homeowners purposefully conceal damage or defects. This type of concealment is particularly difficult to detect in a visual inspection and therefore is excluded by this Agreement and the Inspection Report. Maintenance and other items may be discussed, but they are not a part of our Inspection. Company examines a representative sample of components that are identical and numerous, such as electrical outlets, bricks, shingles, windows, etc.

It is the Client's responsibility to make sure that at the time of the Inspection all utilities (gas, electric, water, etc.) are turned on, and that all areas to be inspected are clear and accessible. The Company will not turn on systems that have been shut down and assume no reporting responsibility whatsoever regarding such systems. If any attic, crawl space or other area is not completely visible and accessible, the Report will refer only to visible and accessible areas.

**3. DISCLAIMER OF WARRANTY.** Client understands that the Home Inspection and Inspection Report do not in any way, regarding the present or future condition of the property, constitute a/an: (1) guarantee, (2) warranty of merchantability or fitness for a particular purpose, (3) express or implied warranty, or (4) insurance policy. Any and all warranties, express or implied, are expressly excluded from this Agreement. Additionally, neither the Inspection nor the Inspection Report is a substitute for any real estate transfer disclosures that may be required by law. The Company assumes no responsibility for the cost of repairing or replacing any unreported defects or conditions, nor is Company responsible or liable for any future failures or repairs. The Company will not be responsible for any damage discovered during remodeling. The Client acknowledges that conditions of the subject property on the date of the Inspection may change and require subsequent repair or replacement.

**4. NOTICE AND STATUTE OF LIMITATIONS.** Client agrees that any claim, for negligence, breach of contract or otherwise, be made in writing and reported to Company within ten (10) business days of discovery. Client further agrees to allow Company the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions, before Client or Client's agents, employees or independent contractors repairs, replaces, alters or modifies the claimed discrepancy. Client understands and agrees that any failure to notify Company as stated above would constitute a waiver of any and all claims Client may have against Company or Inspector. Any legal action must be brought within one (1) year from the date of the Inspection. Failure to bring said action within one (1) year of the date of the Inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen therefrom. Time is expressly of the essence herein. This time period may be shorter than otherwise provided by law.

**5. LIQUIDATED DAMAGES.** It is understood and agreed to by the parties hereto that the Company is not an insurer, that the payment for the Inspection and Inspection Report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the Inspection Report as described herein, that it is impracticable and extremely difficult to fix actual damages, if any, which may result from a failure to perform such services. In the case of failure to perform such services and a resulting loss, or if in the event the Client or any third party claims the Company is in any way liable for negligently performing the Inspection or in preparing the Inspection Report, or for any other reason or claim that Company has not fully satisfied all its obligations hereunder, Company and any of its Home Inspectors, Associate Home Inspectors, employees, agents, subcontractors, independent contractors, officers, shareholders, members, or directors (collectively "Company") are limited in liability to a fixed amount equal to the fee paid for the Inspection services as liquidated damages, and not as a penalty, and this liability shall be exclusive. Client hereby agrees to indemnify, defend and hold harmless the Inspector and the Company if any third party brings a claim against Inspector and/or the Company relating to the Inspection or Inspection Report.

**6. NON-PAYMENT, GOVERNING LAW & SEVERABILITY.** A charge of 1.5% per month - 18% per annum - will be made on any past due balance. In case of non-payment, Client shall pay reasonable attorney fees and cost of collection, whether suit is filed or not. If any portion of this Agreement is found to be invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

**7. OTHER SERVICES.** It is understood and agreed by the parties hereto that all the provisions, limitations, exceptions and exclusions of this Agreement shall apply to any optional services entered into by the parties.

**8. ENTIRE AGREEMENT, MODIFICATION & 3<sup>rd</sup> PARTIES.** This Agreement and the documents referred to herein constitute the entire Agreement between the parties hereto, and supersede any and all prior representations, discussions, or agreements, whether written or oral. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by the parties hereto. Client further understands and agrees Company reserves the right to modify the Inspection Report for a period of time that shall not exceed forty-eight (48) hours after the Inspection Report has been first delivered to the Client. 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.

**9. REINSPECTIONS** of the property or any of its systems or components that are requested for any reason are subject to an additional fee. These include any inspection of any systems or components which are not inspected because of unforeseen circumstances at the initial Home Inspection.

**I was provided this Agreement at least twenty-four (24) hours prior to the start of the Home Inspection.** \_\_\_\_\_ (initials)

**I have read, understand and agree to all the terms and conditions of this Agreement and agree to pay the fee shown on Page 1.**

Dated \_\_\_\_\_ Signature of Client \_\_\_\_\_

*(One signature binds all)*

Dated \_\_\_\_\_ For the Company \_\_\_\_\_

Amount Paid: \$ _____	Paid by: <input type="checkbox"/> Check	<input type="checkbox"/> Money Order	<input type="checkbox"/> Cash	<input type="checkbox"/> MC	<input type="checkbox"/> Visa	<input type="checkbox"/> Amex	<input type="checkbox"/> Discover
Credit Card #: _____	CVV2 #: _____	Exp. Date: _____					
Billing Street # & Street Name on file with Credit Card Co.: _____				Billing Zip Code: _____			
Name on Card: _____	Signature: _____	Approval #: _____	Date Proc: _____				