

CLIENT:

ADDRESS:

CITY/STATE/ZIP:

PHONE:

CELL:

E-MAIL:

INSPECTION ADDRESS:

CITY/STATE:

DATE:

TIME:

HOME INSPECTION FEE: \$

RADON MEASUREMENT FEE: \$

WOOD DESTROYING INSECT INSPECTION FEE: \$

Release Report and Inspection Documents to **Clients Realtor** **Clients Attorney** **Others:** _____

PRE-INSPECTION AGREEMENT

1. Client requests a limited visual Inspection of the structure identified at the above address by Accredited Home Inspection, LLC hereinafter referred as the "Company" (the term Company throughout this Contract refers to Accredited Home Inspection, LLC agents, employees, sub-contractors or officers) and Client hereby represents and warrants that all approvals necessary have been secured for Company's entrance on to the property.

2. Client 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.

3. 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 relied upon by any 3rd party.

4. Company agrees to perform a limited visual Inspection of the structure at the above address and to provide Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies as they exist at the time of Inspection. The Inspection will be performed in a manner consistent and governed by the New Jersey Administrative Code contained at N.J.A.C. 13:40-15 and that the Company shall comply with these rules and failure to comply with the rules may subject the Company to discipline.

5. The Inspection only includes those systems and components expressly and specifically identified in the Inspection Report. Any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or any other thing, or those areas/items which are not listed in the New Jersey Administrative Code contained at N.J.A.C. 13:40-15 and/or by agreement of the parties is not included in this Inspection. The Inspection does not include any destructive testing or dismantling. Further, the Inspection does NOT include opinions relating to the installation of any component or system. In addition to the other limitation provisions in this Agreement, Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exist in any area excluded from Inspection by the terms of this agreement. The following areas/items, systems and components are among those NOT included in the Inspection:

- Code or zoning violations- System or component installation- Permit research - Structural, geological, soil, survey, engineering, analysis or testing- Termites or other wood destroying insects(unless Company performs wood destroying insect inspection), rodents or other pests, dry-rot, fungus or mold; or damage from or relating to the preceding- Latent or concealed defects-
- Asbestos, lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites or other environmental or health hazards-
- Private water or sewage systems- Pools, spas, hot tubs, saunas, fountains or other types of or related systems and components-
- Repair cost estimates- Building value appraisal- Automatic gates- Elevators, lifts, dumbwaiters- Thermostatic or time clock controls- Water softener or purifiers- Furnace heat exchanger- Solar heating systems- Odors or noise- Freestanding appliances-
- Security or fire safety systems- Security bars and/or safety equipment- Personal property- Any adverse condition that may affect the desirability of the property- Proximity to railroad tracks or airplane routes- Boundaries, easements or rights of way- Items specifically noted as excluded in the inspection report. If Inspection is desired of any of the areas/items, systems or components listed above, then Client shall contact the appropriate professionals.

6. Client understands that the Inspection and Inspection Report do not, in any way, constitute a/an: (1) guarantee, (2) warranty of merchantability or fitness for a particular purpose, (3) express or implied warranty, or (4) insurance policy. Additionally, neither the Inspection or Inspection Report are substitutes for any real estate transfer disclosures which may be required by law.

7. The written report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure. Client understands that comments on items that exceed the minimum regulatory standards are for Clients information, they are NOT part of the inspection. Maintenance and other items may be discussed but will NOT form a part of the Inspection Report. 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 first been delivered to Client or if new information has been obtained from an another source that was not available at the time of the inspection.

8. Client understands and agrees that any claim arising out of or related to any act or omission of Company in connection with the Inspection of the structure, as limited herein, shall 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 shall constitute a waiver of any and all claims Client may have against Company.

9. The parties to this agreement agree and affirm that preceding the filing of any legal action each party is bound upon proper notice to participate in mediation before a locally recognized mediator/mediation service accepted by all parties and familiar with the guidelines of the New Jersey Administrative Code contained at N.J.A.C. 13:40-15 and applicable Civil Code provisions. If the parties cannot agree on a mediator/mediation service the parties shall adopt a plan where each side selects mediators who will then select a mediator. Lastly, it is understood by all parties that this mediation is non-binding.

In the event that the preceding mediation does not resolve the dispute then any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the Inspection or Inspection Report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed there under shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction. Client understands and agrees that in any such arbitration, all of the provisions of this agreement shall apply.

10. Inspection Type:

GENERALIST INSPECTION: An inspection and inspection report performed and prepared in a manner consistent with the New Jersey Administrative Code contained at N.J.A.C. 13:40-15 by a generalist inspector. It is understood and agreed by and between the parties hereto that the Company and its officers', agents' or employees' LIMITATION OF LIABILITY for errors or omissions in the Inspection Report is limited and fixed to a refund of the fee paid for the Inspection and Inspection Report.

SPECIALIST INSPECTION: Client understands that the Company may recommend in addition to this inspection, an inspection and inspection report by a specialists: Roof, Electrical, Heating and Air Conditioning, Plumbing, Foundation, Fireplace & Pool (as applicable) Contractors, Geotechnical and/or Structural Engineers in addition to the Inspection. This inspection does not have a LIMITATION OF LIABILITY.

11. Any legal action, including the arbitration proceeding more specifically described above, including, but not limited to, those proceedings involving claims arising from this inspection against Company 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 there from. Timely notice to the Company is deemed to be a condition of this contract with reasonable consideration stipulated thereto. By signing this agreement Client agrees to this one (1) year limitation of the statute of limitation.

12. Company requires a Pre-Inspection Agreement to be signed by Client. If you are not present at the Inspection, or, for whatever reason, did not sign the Pre-Inspection Agreement you, by accepting, paying for, or using, in any way, the Inspection Report, explicitly acknowledge and agree to be bound by the terms and conditions of the Pre-Inspection Agreement and further agree that the Pre-Inspection Agreement will form a part of this Inspection Report. This Pre-Inspection Agreement accompanies this report and the undersigned acknowledges receipt of same.

13. 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 the parties.

14. This Agreement represents 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 changes 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.

15. The client agrees to provide full access to the building, applicable common areas and to insure that utilities are on at time of inspection. If a return-trip is needed to complete the inspection then a fee of \$150.00 dollars will be charged.

I have read, understand, and agree to be bound by the terms of this contract and to pay the fee listed at the top of page 1 on the scheduled day of the inspection. I am aware that this is a limitation of liability and a contract between myself and the Company and I sign of my own free will. In the event of a refund of the inspection fee, the refund shall be accepted by the undersigned as full and final settlement of all claims and cause of action, and the company as agreed herein.

Client(s) Signature: _____

Date: _____

ONE SIGNATURE BINDS ALL

For Accredited Home Inspection: _____

Date: _____