

Limited Inspection Report Contract

PLEASE READ CAREFULLY-IF NOT UNDERSTOOD, SEEK LEGAL ADVICE

- 1. PARTIES: Smith, New Jersey** (From now on, the "Client",) agrees to employ House Check Home Inspection LLC., (From now on, the "Company",) to provide real estate inspection services as set forth below
- 2. PREMISES TO BE INSPECTED:** 123 Main Street, Monmouth, NJ
- 3. DATE AND TIME OF INSPECTION:** 01/01/2020 9:30am

Our inspection service will be conducted at the subject property above. The on-site inspection is a very valuable time for the exchange of information between the Client and the Company. Any particular concern of the client should be told to the company prior to the inspection. The written report cannot substitute for the Client's personal attendance with the Inspector during the inspection. Being involved allows the Client to see and hear about many detailed items that are beyond the limits of a written report.

4.PRICE FOR INSPECTIONS: The client agrees to pay to the company the following sums for professional services at or before the time of the inspection:

Standard Home Inspection	\$ _____ Yes _____
Wood Destroying Insect Inspection	\$ _____ Yes _____
Radon Test	\$ _____ Yes _____
Intensive Technical Inspection	\$ _____ No _____

TOTAL FEE DUE \$ _____

5. SCOPE AND DEPTH OF INSPECTION: The company will perform a visual inspection of the readily accessible areas of the major systems and components of the building. "Systems" shall include: structural components including foundations, floors, walls, columns, ceilings, and roofs and roof coverings; exteriors; interiors; plumbing; electrical; central heating; central air-conditioning (weather permitting); insulation and ventilation.

This inspection is limited and intended to be a non-destructive visual examination of the general functioning of the building, its components and equipment. The inspector will not remove siding, move furniture, appliances, floor/wall coverings, insulation, storage or other items, nor cause any damage to conduct this inspection, and therefore, cannot expose or inspect concealed or inaccessible conditions. Customers who wish a more exhaustive inspection, which requires more time, or specialized skills, should arrange for those services independently, or may subcontract those services via this company.

I accept that hidden damages or conditions are beyond the scope of the standard visual inspection.

I understand that the report that I am purchasing is based upon a time limited inspection procedure. I understand that this procedure does not guarantee to find all defects due to the time constraints necessary to make the service reasonably affordable, but does provide valuable information about the house and its systems. The inspection will be conducted in accordance with NJ State Licensure Standards **This inspection shall be the company's standard inspection with liability limited to the fee charged.**

This Company offers either a standard home inspection set forth above, with liability limited to the fee charged, or a more comprehensive (House Check Intensive Technical Inspection) with increased liabilities for additional fees. The Intensive Technical Inspection takes at least one full workday, requires the use of several specialists, and does not guarantee the detection of all visible defects. The cost of this inspection averages \$5000.00.

6. REPORT: The Company agrees to provide a written report on the Company's standard form. A sample of the report is available for review prior to signing this Agreement. The report will indicate which items were inspected, which items are in need of necessary repair/replacement, or are not performing the function for which they are intended. Items not specifically mentioned in the Report were not inspected. No verbal statements by the inspector or his agents shall expand the scope of this inspection and are not guaranteed, and should not be relied upon by the Client. In addition, the written Report is the exclusive property of the Client and Company and shall not be used, sold or otherwise transferred to any other person of company without the Client and Company's written consent.

7. SYSTEMS OR CONDITIONS EXCLUDED FROM THIS INSPECTION: It is specifically agreed and understood that this Inspection Report excludes information about the existence or condition of air or **mold**, water or soil quality, asbestos, lead in piping and/or solder joints or within painted surfaces, below grade fuel oil tanks, solar heating or hot water systems, private waste disposal and/or septic systems, well flow rate adequacy for potable water or HVAC systems, water quality, water conditioners, cable t.v. or telephone systems, security systems, intercom or central radio systems, swimming or decorative pools, spas, and hot tubs, trees, decorative landscaping, in-ground sprinkler systems, obvious wear and tear, obvious minor defects detectable without specialized knowledge or training, moisture damage, clearance letter or compliance with any building, electrical, mechanical or plumbing codes established by municipal ordinances or otherwise in the building, systems or items therein. Any general comments that may appear about these or otherwise excluded conditions, systems or components are provided as a courtesy only and are not part of this inspection. It is further understood that the Company is under no obligation to furnish, and shall not be bound by any specific repair advisories, projected repair costs, projected life expectancies or maintenance or improvement advice sometimes included in the House Check Report.

8. WOOD DESTROYING INSECTS: As part of this inspection, the Company will examine the premises for the presence, existence or damaged caused by Wood Destroying Insects (WDI). This inspection is limited to LIMITED TO THE VISIBLE AND ACCESSIBLE presence of WDI at the exact time of the inspection. Areas conducive to WDI Infestation are commonly not accessible for inspection, for example areas behind finished walls, floors and ceilings; exterior wall coverings, behind shrubbery, storage areas with items that block access to structural components; behind appliances and insulation. If WDI are discovered, the client must secure as independent exterminator to chemically treat the premises and certify the house free from WDI infestation.

9. ENVIRONMENTAL DEFECTS: The inspection and report do not address the possible presence of or danger from asbestos, radon gas testing (unless specifically contracted and paid for by the Client), lead paint, urea formaldehyde, soil and/or water contamination and other indoor pollutants, toxic or flammable chemicals, **mold**, water or airborne related illness or disease, and all other similar or potentially harmful substances or environmental conditions. The Client is urged to contact a competent specialist if information, identification or testing for any of the above is desired.

10. LIMITED LIABILITY:

- a. The parties agree that the Company, its employees and agents, assume no liability or responsibility for the cost of repairing or replacing any defects, reported or unreported, either current or arising in the future, or for any property damage, consequential damage or bodily injure of any nature.
- b. THE INSPECTION AND REPORT ARE NOT INTENDED TO BE A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM.
- c. The company has no liability for latent or concealed defects. This includes, but is not limited to, defects that cannot be observed through normal inspection or determined by normal equipment operation at the time of the inspection. CLIENT HAS BEEN ADVISED THAT MECHANICAL DEVICES AND STRUCTURAL COMPONENTS MAY BE FUNCTIONAL AT THE TIME OF INSPECTION AND LATER MALFUNCTION.
- d. The Inspection Company must be called prior to any repairs, except for emergency type, and allowed to evaluate the situation. If repairs are made prior to our evaluation no claims may be made.

11. SEVERABILITY: This agreement has been made and entered into under the laws of the State of New Jersey. If any paragraph, clause, sentence or other part of this Agreement is for any reason held to be invalid or unenforceable in any respect, such a decision shall not affect the remaining portions of this Agreement, which shall continue in full force and effect.

12. ENTIRE AGREEMENT: THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by both parties. This Agreement shall be binding upon the parties, and their heirs, successors, or assigns.

13. BINDING ARBITRATION: Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of 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 rendered may be entered in any Court of competent jurisdiction. Any such claim shall be waived unless the demand for arbitration is made within one (1) year from inspection date. NOTICE: YOU AND WE HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT OF LAW AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

I have read, understand and agree to be bound by the terms of this Contract, or have re-negotiated them in writing to my satisfaction. I am aware that this is a limitation of liability to the price of the inspection and is a viable contract between myself and the Company and I sign of my own free will. In the event of a refund of the inspection fee, such a refund shall be accepted by the undersigned as full and final settlement of all claims and causes of action. Acceptance of the Report constitutes acceptance of all contract terms herein. I agree to pay the charge specified above.

Client _____ Date _____

Note: Payment for the report shall constitute acceptance of the terms of this agreement.

Notice: this contract has been certified by the Attorney General of the State of New Jersey as in compliance with the Plain Language Act, N.J.S.A56:12-1 et seq. Approval of a consumer contract by the Attorney General only means that simple, understandable and easily readable language is used. It is not an approval of the contract's terms or legality.

SCOPE OF INSPECTION-DISCLAIMER

The inspection is a limited visual inspection of readily accessible areas of the home to assess the condition of the property as of the day of the inspection. It includes ONLY the following systems and areas:

Heating . Structure . Roofing and Siding Plumbing Basement . Property Grading
Garage and Attic . Electric . Foundation Air Conditioning . Driveways and Walkways

Note: Any area that is not readily accessible or visible to the inspector is not included in this inspection. This limited time standard inspection does not guarantee to discover all visible defects.

LIMITATIONS OF THE INSPECTION

The inspector will not move furniture, appliances, carpeting, insulation, debris or other materials or belongings nor will he walk on roofs. All roof observations will be from the ground only. The inspector will not activate any system, which is shut down. Such systems will be re inspected only upon request and an additional fee will be charged. Not every electrical outlet, wall switch, light fixture or window is tested; however a sampling is tested, usually one in each room. Attics without floors are not entered. Roofs are not walked on. Detection of cracks or holes in heat exchangers and the degree of uneven heating or cooling is not within the scope of this inspection. This inspection does not cover items or conditions that may be discovered only by invasive methods. There is always the possibility of hidden damage. Due to the physical changes and weather conditions the inspector cannot accurately represent the amount of basement or crawl space moisture or water seepage, if any, which may occur in the future. The CLIENT ASSUMES ALL RISK for all conditions which are concealed from view at the time of inspection, in addition to changes in the condition of the premises between the time of inspection and the date of closing and/or occupancy.

ITEMS OUTSIDE THE SCOPE OF THIS INSPECTION

Unless otherwise agreed to, the following are NOT EVALUATED: radon gas, asbestos, formaldehyde, lead paint, lead solder in plumbing, toxic waste, and any and all contaminants-pollutants, any and all other environmental hazards, **mold**, termites, other wood destroying insects, pests, rodents, squirrels, bats, raccoons, lawn sprinkler systems, intercom systems, flood control systems, smoke alarms and security systems, thermostat and timer controls, presence or condition of underground utilities underground foundation footings, underground water & sewer lines, swimming pools, spas, hot tubs, humidifiers, solar systems, presence or condition of waste disposal systems, well adequacy and equipment, water softening systems, sewage pit lift pumps and alarms, fireplace inserts, wood stoves, space heaters, chimney flue liners, non visible roof flashing, safety glass, geological stability, soil conditions, and free standing appliances, including window air conditioners and central vacuum systems, electrical system bonding to cable, telephone, and plumbing etc.. In addition, any systems or components noted as being excluded on the inspection form. In condominium/townhouse developments common or communal areas are outside the scope of this inspection and are not evaluated. Items outside the scope of this inspection are sometimes commented on when a particular characteristic is noted. However, please note this does not imply that the item was inspected and evaluated.

WHAT A HOME INSPECTION IS NOT

A home inspection is not a warranty or insurance policy against future repairs nor is it a substitute for real estate disclosures as required by law. Purchasing a home brings risk. A home inspection can only reduce the risk, not eliminate it. Neither the inspector nor the inspection company is an insurer nor a guarantor against future defects in the house. The inspection is not a building code compliance nor a design verification inspection. The inspection will not predict life expectancy of mechanical systems. No one foresees for certain the life span of any system, nor lack of future water penetration be predicted. Based on the inspector's knowledge and experience, he renders his opinion of the facts uncovered. The inspector may note or comment on an existing or potentially unsafe or hazardous condition. This does not imply that the building was the subject of a safety or fire inspection. Indeed, no safety or fire inspection was performed or determination made if it is safe to burn in a fireplace. Verification of permits obtained for renovations, repairs, and appliance installations, etc. are beyond the scope of this inspection.

REPORT EXCLUSIVITY

The inspection and report are performed and prepared for the sole, confidential and exclusive use of the client. This report may not be sold, transferred, used or assigned to any other party for any purpose. However, with the client's permission, copies may be sent to the client's realtor and attorney.

PRE-CLOSING INSPECTION

During the pre-closing inspection, the buyer should check the entire house. A complimentary check list is included with this report to aid you in this inspection. If you have any questions regarding the information on this page, the remainder of the report, or as a result of your pre-closing inspection, PLEASE CALL US PROMPTLY so that we may help you resolve them.

THE HOME INSPECTOR

Home inspectors are generalists with a broad knowledge in all the fields of home construction. They do not know everything. They are not experts on every item or system. Your inspector may recommend consulting with other specialized experts such as an electrician or heating technician. Any consulting recommendations should be followed through promptly by the client. In addition, all repair estimates and recommendations should be performed prior to closing and ONLY by competent professional contractors to avoid further deterioration, damage or improper repairs and increased cost.

WE STRONGLY RECOMMEND THAT YOUR ATTORNEY REVIEW ALL DISCLAIMERS, OUR CONTRACT AND THE ENTIRE REPORT

I have read this scope of inspection and disclaimer and understand and agree to the terms, limitations and conditions.

Client _____ Date _____

WOOD DESTROYING INSECT INSPECTION DISCLAIMER

IMPORTANT – READ CAREFULLY – IF NOT UNDERSTOOD SEEK LEGAL ADVICE

This wood destroying infestation inspection is indicative of the structure's condition on the day of the inspection only and is not to be construed as an express warranty or guarantee against latent, or concealed or future infestations or defects.

HIDDEN TERMITE INFESTATIONS:

The issuance of a satisfactory Wood Destroying Insect Report means there are no visible termites. There may be termites hidden from view behind exterior coverings or shrubbery, inside walls, under rugs, behind insulation, in cluttered closets, behind furniture and in cluttered garages that are not visible and not capable of being detected without invasive procedures, which are not within the scope of this inspection. When the evidence of a post inspection infestation is a termite swarm there is no way to know they are present until they swarm and the infestation could not have been detected by a competent visual inspection. House Check Home Inspection Co. will not be responsible for termite infestations that are not accessible or visible at the time of the inspection.

FUTURE INFESTATION DAMAGE:

House Check Home Inspection Co. will not be responsible for future termite infestation or damage. There is no warranty or guarantee of any type implied or given. House Check Home Inspection LLC. cannot determine the effectiveness of suspected previous treatments and will not warranty or guarantee any structure previously treated by another company.

HIDDEN DAMAGE/INFESTATION:

There may always be hidden damage or infestation in walls, behind siding, under rugs, behind coverings or cluttered areas and in inaccessible areas. This inspection does not use invasive methods. If possible hidden damage is to be detected the client must obtain permission from the seller to employ a contractor to remove wall coverings, insulation, rugs, debris and stored items. To detect possible hidden damage or hidden infestation the buyer and seller must decide if a contractor should be hired to remove wall coverings, rugs insulation stored items and debris, etc. Until that is done no representation is or can be made regarding possible hidden damage or hidden infestation. House Check Home Inspection LLC. will not be responsible for termite damage that is not readily visible or requires invasive procedures to detect. Invasive procedures to detect hidden inaccessible damage or infestation are not included in the scope of this inspection and such hidden infestation/damage will not be detected by a competent visual inspection. We do not remove wall or exterior coverings, insulation, stored items or furnishings etc. Please note: in previously treated buildings there is the extreme likelihood that hidden/non-visible damage is present in house framing and wood components. Please understand we cannot see through walls, coverings, insulation, rugs, stored items, debris, etc. If you do not understand this, discuss it with us so that it is clearly understood. We want you to know and understand the limitations of this inspection.

This inspection is performed only with and because of client acceptance of the foregoing terms and conditions.

I have read this termite disclaimer and understand and agree to all of the terms and conditions listed above.

Client: _____ Date: _____