



# PRE-INSPECTION AGREEMENT

This is a legally binding contract, please read it carefully.

NJ Home Analysis  
61 Locust Avenue  
Fanwood, NJ 07023

INSPECTION ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CLIENT NAME: \_\_\_\_\_

MAIL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

INSPECTION DATE AND TIME: \_\_\_\_\_

This is a binding contract (hereinafter the "Agreement") between the Client listed above and NJ Home Analysis LLC (hereinafter the "Company"). Client authorizes Company to provide the following inspection services at the Property and agrees to pay the price stated.

**Please Note:** this Agreement must be signed by Client and Company before the start of the Inspections.

**ONLY THOSE SERVICES CHECKED OFF WITH A WRITTEN PRICE WILL BE PROVIDED**

All Home Inspections performed as defined by N.J.A.C. 13:40-15.2

- Condo Inspection up to 2 BR / 1.5 bath Price: \$275
- Condo Inspection 3 BR /2 bath and up Price: \$325
- Town House Inspection up to 3 BR / 2.5 bath Price: \$350
- Home Inspection (Single family up to 3000sqft) Price: \$400
- Home Inspection (Single family over 3000-4000sqft) Price: \$450
- Home Inspection (Single family over 4000sqft) Price: \$500 and up (according to sqft and number of rooms)
- Multi-family Inspection up to 3 BR / 1.5 bath per unit - \$225 per unit
- Presence of Radon Individual Service Price: \$125, with Home Inspection Price: \$75
- Presence of Wood Destroying Insects with Home Inspection Price: \$75
- Pre-Closing Inspection Walk Through (After Home Inspection, Prior to Closing) Price: \$125
- \_\_\_\_\_

**PLEASE NOTE:** THE ADDITIONAL INSPECTIONS IDENTIFIED ABOVE WILL ONLY BE PERFORMED BY COMPANY IF THE INSPECTOR POSSESSES THE REQUIRED ADDITIONAL EXPERIENCE, EDUCATION, TRAINING, LICENSE, INSURANCE OR CERTIFICATION.

I have read and agree to the terms, limitations and exclusions found within this agreement, including without limitation, the limitation of liability, arbitration, and one year time period to initiate a legal action set forth in paragraphs 6, 7 and 8 on the backside. I understand that I have the right to have an attorney of my choice review this agreement before I sign it. I understand that if I do not agree with any of the terms, limitations or exclusions of this agreement I do not have to sign it. Rather I may negotiate with the company or hire another company to perform the inspections.

**INSPECTION REPORT DISTRIBUTION:** The Company will issue the Inspection Report to the Client only and the Inspection Report is the confidential property of the Client. If the Client desires to have his/her real estate agent and/or attorney receive a copy, please provide names and contact information below. The Company shall retain this Agreement and the Home Inspection Report for five (5) years.

Agent mail or email: \_\_\_\_\_

Attorney mail or email: \_\_\_\_\_

**Inspection Fee(s) for all services checked above: \$ \_\_\_\_\_ Payment due at time of inspection.**

**By signing this contract, I hereby agree to all terms and conditions on front and backside of this page.**

Credit Card #/Check #: \_\_\_\_\_ Exp: \_\_\_\_\_ CID: \_\_\_\_\_

I AGREE TO PAY ABOVE AMOUNT ACCORDING TO CARD ISSUER

Client's Signature: \_\_\_\_\_ NJ Home Analysis LLC: \_\_\_\_\_ Date: \_\_\_\_\_

### **Exclusions from the Inspection (N.J.A.C. 13:40-15.16 (b))**

During the Home Inspection, the Home Inspector or Associate Home Inspector Will Not:

1. Enter any area or perform any procedure which is, in the opinion of the home inspector or associate 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 or associate 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 un-floored sections of attics; or
22. Light pilot flames or ignite or extinguish fires.

### **IMPORTANT LIMITATIONS OF THE PRE-INSPECTION AGREEMENT**

Any person, who accepts, uses or relies on the Inspection Report for any purpose whatsoever, agrees to and accepts all of the limitations and exclusions

of this Agreement. CLIENT and COMPANY (Company is also defined to include any and all home inspectors and/or associate home inspectors who perform the contracted-for inspections as an employee or independent contractor of the Company) agree to the following limitations and exclusions:

1. 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 Company and its home inspectors and/or associate home inspectors shall comply with these rules and failure to comply with the rules may subject the licensee to discipline.
2. Client understands and agrees that the Company will perform a Home Inspection (if checked off on the front of this Pre Inspection Agreement) as defined by N.J.A.C. 13:40-15.2, and in accordance with the Standards of Practice at N.J.A.C. 13:40-15.16.
3. The Home Inspection shall include, if applicable to the Subject Property, inspection of the following systems and components as described in, and in the manner provided by, N.J.A.C. 13:40-15.16: 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.
4. Client understands and agrees that the Company shall not, as part of the Home Inspection, perform any of the twenty-two (22) functions or services set forth in the above listed EXCLUSIONS FROM THE INSPECTION and defined under N.J.A.C. 13:40-15.16 (b).
5. Client requests and authorizes Company to exclude from the scope of the Home Inspection, the following Systems or Components identified in paragraph 3 above and in N.J.A.C. 13:40-15.16 (c): Client understands and agrees that inspection of the foregoing Systems and/or Components should be performed by other licensed specialists of Client's choice and hire.  
Requested exclusion(s): \_\_\_\_\_
6. Client agrees and understands that if company or any of its home inspectors, associate home inspectors, employees or independent contractors (collectively "Company") are found liable for any loss or damage due to negligence or the failure to perform obligations in this agreement or under the home inspection licensing act or the rules in N.J.A.C. 13:40-15, including the improper or negligent performance of the inspections or the improper or negligent reporting of conditions of the subject property, company's maximum liability shall be limited to 3 (three) times the fee paid to company for the inspection at issue, and this liability shall be exclusive. This limitation of liability specifically covers liability for: damaged property, loss of property, loss of use of the property, repair or replacement of property, lost profits, consequential damages, special damages, incidental damages and government fines and charges, personal injuries, punitive damages and attorneys fees and court costs. If requested by client, company may assume a greater liability for an additional charge to be agreed upon by customer and company. If company and client so agree, a rider will be attached to this agreement. COMPANY'S INSPECTIONS AND THE INSPECTION REPORT ARE IN NO WAY TO BE CONSIDERED AS A GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PRESENT OR FUTURE CONDITION OF THE SUBJECT PROPERTY. Any and all warranties, expressed and implied, are expressly excluded by this agreement. Client acknowledges that conditions of the subject property on the date of the inspection may change and require subsequent repair or replacement.
7. The client must initiate any lawsuit against company within one year after the date of the home inspection report is delivered to the client or client's agent. If the client does not, the client has no right to initiate a legal action against the company and company has no liability to client. It is critical that client bring any lawsuit in a timely manner. Client guarantees company the right to examine the subject matter and area of any claim prior to any remedial measures or repairs.
8. If the Inspection Report provides any repair estimates, then Client understands and agrees that those estimates shall not be considered as a bid or the actual costs to perform the repairs. Client further agrees to Release and Hold Company Harmless against any estimates which may understate or overstate the actual cost of repair, even if due to the negligence of Company.
9. CLIENT understands and agrees that COMPANY will not return at a later date to inspect any systems or components which are not inspected on the date and time of the inspections identified on the front page of this Agreement because of unforeseen circumstances. Any such systems or components which were not inspected because of unforeseen circumstances shall be referenced in the Home Inspection Report, and Client understands that it should have those systems and/or components inspected by other licensed specialists of Client's choice and hire.
10. The person signing this Agreement warrants and represents to Company that he or she is expressly authorized to sign this Agreement by the other spouse, if applicable, or by the person or entity purchasing the Subject Property, if applicable.
11. This Agreement represents the entire agreement between the Company and Client. No change or modification shall be enforceable unless it is in writing and signed by all parties. If any provision of this Agreement is found to be invalid or unenforceable, such a finding shall not affect any other part of this Agreement. This Agreement shall be governed by the laws of the State of New Jersey.
12. The Pre-Inspection Agreement price is based on information gathered prior to arriving at the inspection site. The Company reserves the right to renegotiate the Pre-Inspection Agreement with the Client or terminate the agreement at the time of the scheduled Inspection if the prior gathered information that was provided by the Client or the Client's representative is sufficiently incorrect.
13. CLIENT hereby acknowledges that CLIENT received a copy of this Agreement from COMPANY by e-mail, facsimile, mail or hand delivery no later than one (1) business day after the appointment for the Home Inspection was made and that prior to having signed this Agreement, CLIENT had an opportunity to review the Agreement, request modifications and ask COMPANY or an attorney any questions concerning the Agreement. CLIENT further acknowledges that this Agreement was signed prior to the Home Inspection.