



N.J. Pre-Inspection Agreement

as per (N.J.A.C 13:40-15.15(A))

Address of property Inspected	Time/Day/Date: .././00/2015	<input type="checkbox"/> Radon <input type="checkbox"/> Termite
Client Name:	Client tel Tel 908 Cell ..	Client e-mail ;
Buyer's Realtor: ..	Buyer's Realtor Phone Cell 908 Tel ...	;
Attorney ..	Attorney Tel Tel 908 	;
Client Present <input type="checkbox"/> Yes <input type="checkbox"/> No	Approx Age 00 Style ..	Weather:

This Pre-Inspection Agreement (the Agreement) contains the terms and conditions of the Client's contract with Roots Home Inspection (RHI) for inspection of the Property at the above address, and describes the scope of the Inspection, limitations of liability, and remedies. This is a **legally binding contract** and the person signing this Agreement warrants and represents to (RHI) that he/she is expressly authorized to sign this Agreement by the person or entity purchasing/selling the Subject Property, if applicable.

Report Distribution: (RHI) will issue Reports to the Client only and these Reports are the confidential property of the Client. (RHI) shall retain this Agreement and the Home Inspection Report for five (5) years. Please initial: _____ if you would like your agent to receive a copy.

Services Provided - Only those services below have been requested by the Client. The pricing included below:

\$..	Home Inspection (as defined by N.J.A.C. 13:40-15.2)
\$..	Limited Inspection – Informal review of the house, no formal documentation.
..	Wood Destroying Insects Certification – Performed by an inspector who possesses the required additional experience, education, training, license or certification.*
..	Presence of Radon – a potentially dangerous health hazard and requires laboratory testing to detect.
No	Presence of Asbestos – a potentially dangerous health hazard and requires laboratory testing to detect.
No	Presence of Mold – a potentially dangerous health hazard and requires laboratory testing to detect.
No	Presence of Lead – a potentially dangerous health hazard and requires laboratory testing to detect.
	Other Inspections:

Total Price: \$.. **PAID IN FULL** **Date:** _____

- The Client acknowledges that the Client has been encouraged to attend and participate in the inspection and recognizes that failure to do so may result in a less complete understanding of the findings. Client further acknowledges that such participation is at the Clients own risk for falls, injuries, property damage, etc. Client warrants that permission has been secured for (RHI) to enter and inspect The Property.
- RHI agrees to provide **a limited visual non-invasive inspection** of the systems and components included in the inspection as they exist at the time of the inspection and for which the fee has been agreed upon. Client understands and agrees that (RHI) will perform the Inspection as defined by N.J.A.C. 13:40-15.2, and in accordance with the Standards of Practice in the New Jersey Administrative Code *N.J.A.C. §13:40-15.16* and shall comply with these standards. These protocols can be found at the state websites <http://www.njconsumeraffairs.gov/laws/hiacregs.pdf>. Standards of Practice can also be found on the websites of eth major home inspection professional organization, American Society of Home Inspectors. The website is www.ashi.org. A link is available on the front page of our website at www.rootshomeinspection.com. Hard copies will be provided upon request.
- A home inspection is a limited visual, functional, non-invasive inspection, conducted for a fee or any other consideration, and performed without moving personal property, furniture, equipment, plants, soil, snow, ice or debris, using the mandatory equipment and including the preparation of a home inspection report of the accessible elements of the following components of a building as described in N.J.C 13:40-15.16(c) but excluding recreational facilities and outbuildings other than garages and carports. The purpose of the **home inspection** is to identify and report on **material defects** found in those systems and components. A **material defect** is a condition, or functional aspect, of a structural component or system that is readily ascertainable during a home inspection that substantially affects the value, habitability or safety of the dwelling, but does not include decorative, stylistic, cosmetic, or aesthetic aspects of the system, structure or component. **Accessible** means available for visual inspection without requiring the moving of personal property, dismantling, destructive measures, or any action which will likely involve risk to persons or property.
- RHI's agreement to perform the Inspection is contingent on Client's agreement to the provisions, terms, conditions, and limitations of this Agreement. Client warrants they will read the entire Inspection Report and promptly call with any questions or concerns Client may have regarding the Inspection or Inspection Report. The Client further warrants that they will follow all of the recommendations and advice given to the Client by RHI either as contained in the Home Inspection Report or made verbally at the time of the inspection. Client understands and agrees that any failure to notify RHI as stated above shall constitute a waiver of any and all claims Client may have against RHI

X _____ X _____ X _____
 Client's initials **Bill Root** NJ Lic# 24G100067600 **Ray Farruggia** NJ Lic# 24G100060500

Limitations & Exclusions

5) The inspection is limited by the limitations, exceptions & exclusions as contained in the Standards of Practice, *N.J.A.C. §13:40-15.16*, and this Pre-inspection Agreement. Areas which are not exposed to view, concealed or inaccessible will be excluded. Inspection of foregoing Systems and/or Components should be performed by other licensed specialists of Client's choice and hire. The Client authorizes (RHI) to exclude from the scope of the Home Inspection, as follows: **The Home Inspector (HI) Will Not:**

A) Enter any area or perform any procedure which is, in the opinion of the (HI), unsafe and likely to be dangerous to the inspector or other persons; **B)** Enter any area or perform any procedure which will, in the opinion of the (HI), damage The Property or its systems or components; **C)** Enter any area which does not have at least 24 inches of unobstructed vertical clearance & at least 30" of unobstructed horizontal clearance; **D)** Determine life expectancy of any system or component; **E)** Determine the cause of any condition or deficiency; **F)** Determine future conditions that may occur including the failure of systems & components including consequential damage; **G)** Light pilot flames or ignite or extinguish fires. **H)** Determine the operating costs of systems or components; **I)** Determine the suitability of The Property for any specialized use; **J)** Determine compliance with codes, zones, regulations and/or ordinances; **K)** Determine market value of The Property or its marketability; **L)** 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; **M)** Determine advisability of purchase of The Property; **N)** Determine the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances; **O)** Operate any system or component which is shut down or otherwise inoperable; **P)** Operate any system or component which does not respond to normal operating controls; **Q)** Operate shut-off valves; **R)** Determine whether water supply and waste disposal systems are public or private; **S)** Insert any tool, probe or testing device inside electrical panels; **T)** Dismantle any electrical device or control other than to remove the covers of main and sub panels; **U)** Test for lead based paint (LBP) - If the home was built before 1978 it could have (LBP). (LBP) is a known health hazard if ingested (breathed/eaten). To determine the presence of Lead a sample must be tested and analyzed by a qualified inspector. **V)** Test Mold/Mildew which is a known health hazard to some people. To determine the presence of Mold/mildew a sample must be tested and analyzed by a qualified inspector. **W)** Walk on unfloored sections of attics; **X)** Perform permit searches **Y)** Perform any related environmental testing

The following items were **NOT** inspected or tested and are not part of the home inspection:

- *Awnings *Automatic gates *Bulkheads *Central Vacuum Systems *Solar heating system *Water softeners
- *Docks *Security Systems *Whirlpools *Radio controlled device *Sprinkler Systems *Cutoff Valves
- *Hot tubs *Fuel Storage Tanks *Out Buildings *Spectic/sewer sytems *Radiant heat system *Pool Houses
- *Elevators *Exterior Hose Faucets *Piping (water, gas, oil, or propane *Sheds, Barns or storage Buildings
- *Grills *Swimming Pools & Filter systems *Exterior Wiring And Lighting (including low voltage landscape

- 6) The Client understands that the inspection does not include the removal of drywall, paneling, suspended ceiling tiles, insulation, carpeting, moving of furniture or other items. RHI cannot and will not render an opinion as to the condition of any systems or components of the Property that are concealed by walls, drywall, paneling, insulation, carpeting, furniture or any other items stored in or on the property at the time of the inspection. ***We do not move, remove or look behind Insulation. *We do not move, remove or look under carpets.**
- 7) The Client understands that due to prevailing weather conditions, and time constraints in performing the home inspection, RHI cannot warrant that the Property is completely free from any water penetration, whether the water penetration relates to the roof, eaves, exterior wall cladding, interior wall cladding, defects in window installation, landscaping, exterior drainage issues, interior plumbing, or any other system or component at the Property. The Client understands that RHI will use its best efforts to determine, based solely on visible conditions at the time of the inspection, whether there are ongoing water penetration issues at the Property. The Client should inquire of the Sellers of the Property whether the Property has been subject to water penetration at any time prior to purchase by the Client, the source and extent of the water penetration, and whether any efforts or corrections were made to correct water penetration problems. The Client further understands that the Client shall make an additional visual inspection of the Property subsequent to the inspection and prior to closing so as to determine whether there is any visible evidence of water penetration at the Property not disclosed in the Inspection Report or by the Seller.
- 8) The Client understands that the adequacy of the heat and air conditioning distribution is difficult to determine on a one time visit to The Property and that RHI cannot warrant that the heating and air conditioning systems present at the time of the inspection adequately distribute heat or air conditioning through out The Property. The Client should inquire of the Seller as to the adequacy of the heat and air conditioning distribution at The Property Prior to closing.
- 9) Client understands that this Home Inspection is not intended to discover or disclose whether any system or component of the Property has been affected by the illegal manufacture, distribution, possession or sale of any controlled dangerous substances, including, but not limited to, methamphetamines, and the Client further understands that RHI cannot determine whether any environmental hazards exist at the Property resulting from any activities related to any controlled dangerous substances.
- 10) If the Inspector provides any repair estimates, then Client understands and agrees that those estimates shall not be considered a bid or the actual costs to perform the repairs. Client further agrees to Release and Hold (RHI) Harmless against any estimates which may understate or overstate the actual cost of repair, even if due to the negligence of (RHI).

X _____ X _____ X _____
 Client's initials **Bill Root** NJ Lic# 24G100067600 **Ray Farruggia** NJ Lic# 24G1000060500

- 1) **BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY.** Any dispute, controversy or claim including claims for but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of the New Jersey Consumer Fraud Act, N.J.S.A 56:8-1 through 56:8-20, or any other theory of liability arising out of, from or related to this Agreement 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 American Arbitration Association (AAA) or Designated Arbitration Board (DAB). A NJ Licensed Home Inspector shall be a member of the Arbitration Board. The decision of the Arbitrator appointed by the AAA or DAB shall be final and binding and judgment on the decision may be entered in any Court of competent jurisdiction. Notice: **You and RHI would have a right or opportunity to litigate disputes through a court and have a judge or jury decide the disputes but have agreed instead to resolve disputes through binding arbitration.** If Client submits or files any lawsuit, claim or controversy with any Court or forum, then Client agrees to pay all reasonable attorneys fees and costs incurred by (RHI) in the defense of the lawsuit, claim or controversy. Notwithstanding the Rules & Procedures of the AAA, all Arbitrators' fees shall be paid by the CLIENT.
- 2) The Client agrees that any claim for failure of RHI to fulfill its obligations under this Agreement shall be made in writing to RHI upon discovery. Client **guarantees (RHI) the right to examine the subject matter and area of any claim prior to any remedial measures or repairs.** The client agrees to allow RHI ten (10) days to come to the Property to inspect and evaluate any condition complained of by the Client to RHI and not to make or allow others to make any alteration to the claimed condition until RHI has the opportunity to inspect and evaluate the claimed condition. Client understands and agrees that failure to notify RHI as stated above shall constitute a waiver of any and all claims the Client may have against RHI. The Client must initiate any lawsuit against (RHI) within 1 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 (RHI) and (RHI) has no liability to the Client.
- 3) The Client specifically acknowledges that this Home Inspection is not an environmental survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include, but are not limited to: asbestos, radon, lead, urea formaldehyde, mold, mildew, fungus, odors, noise, toxic or flammable chemicals, water or air quality, PCBs or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide, the presence of or any hazards associated with the use or placement of Chinese drywall at the Property, the identification of suspect stucco/synthetic stucco and/or EIFS, any adverse condition which may affect the Property, or any other environmental or health hazards, unless otherwise agreed to and an additional fee paid.
- 4) Client understands that the Inspection and Inspection Report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. Additionally, neither the Inspection nor Inspection Report is a substitute for any real estate transfer disclosures that may be required by law. A "Home Warranty" to cover all major systems & appliances for 1 year are available for sale; your Realtor can give you more information. The Client acknowledges that conditions of the subject Property on the date of the inspections may change and require subsequent repair or replacement.
- 5) It is understood and agreed to by the parties hereto that all the provisions, terms, conditions, and limitations, exceptions and exclusions of this Agreement shall apply to any additional inspection or testing services purchased by the Client.
- 6) The Client understands and agrees that (RHI) will not return at a later date to inspect any systems or components which are not inspected on the date/ time of the inspection. 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.
- 7) This Agreement shall be governed by New Jersey law. 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.
- 8) This Agreement and any subsequent report issued to Client by RHI represent the entire Agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. No modification or change shall be enforceable unless it is in writing and signed by all parties. 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. This Inspection is being performed for the exclusive use and benefit of the Client. The Inspection, including the written Report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of RHI.
- 9) Limited Inspections are completed at the customer's request. The client understands that Limited inspections are general informal walkthrough of areas applicable to home as requested. Limited inspections are NOT full inspections and will not cover the entire home. Field notes from this inspection are not conclusive and are not considered a full home inspection report and can not be distributed or used. The client understands that additional issues maybe uncovered in a full inspection that are not seen in a limited inspection.

I have read the terms, limitations and exclusions found on all three sides of this Agreement. I understand that I have the right to have an attorney of my choice review this Agreement before I sign it. By signing this Agreement, the undersigned Client agree that he/she/I/they have read, understand, and agree to all of the terms and conditions, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above. I understand that if I do not agree with any of the terms, limitations and exclusions of this Agreement, I do not have to sign it. Rather, I may negotiate with (RHI) or hire another inspection company to perform the inspections. The client has 3 days after receiving the report to cancel this agreement, at that time the client can sign a waiver and receive a full refund for the home inspection. The Client acknowledges that Client has had ample time and opportunity to review this Agreement prior to signing and that Client has signed this Agreement prior to the performance of the home inspection.

X _____ Date _____	_____ Date _____
Client's Signature	Bill Root NJ License # 24G100067600 Ray Farruggia NJ License # 24G1000060500