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## AGREEMENT FOR HOME INSPECTION SERVICES

This is a legally binding contract. Please read it carefully

This Inspection Agreement, including this paragraph, contains the terms and conditions of your (the "CLIENT") contract with Prime Home Inspection Services (the "INSPECTOR") for an inspection of the property at the address below. This Inspection Agreement contains limitations on the scope of the inspection, remedies, and liability. Please read it carefully. By signing below, the CLIENT represents and warrants that the CLIENT has secured all approvals necessary for the INSPECTOR to conduct the inspection of the property. The CLIENT also warrants that: (a) the CLIENT has read this Agreement which is a binding contract, carefully, (b) the CLIENT understands that the CLIENT is bound by all of the terms of this Agreement, and (c) the CLIENT will read the entire Inspection Report when received and promptly inquire if any questions arise.

### 1. TIME OF PAYMENT/ RELEASE OF INSPECTION REPORT

Client shall pay the INSPECTOR the Inspection Fee specified below for the home inspection service. Additional services, as specified below, may be purchased through the INSPECTOR and are to be considered separate from the home inspection. Other services may, as a courtesy, be arranged by the INSPECTOR and are not subcontracts. By arranging for and providing ordering and billing for any such services, the INSPECTOR does not warrant or assume responsibility of the work of such provider(s) or for the provider's contract with the CLIENT, which shall remain strictly between the CLIENT and the provider(s). Payment is due when CLIENT signs and delivers this Agreement to the INSPECTOR. The CLIENT shall not be entitled to the Inspection Report unless CLIENT has first paid in full all Inspection Fees and has signed and delivered this Agreement to the INSPECTOR.

### 2. HOME INSPECTION FEE/ADDITIONAL SERVICES

The fee for the standard Home Inspection requested with this Agreement is \$ \_\_\_\_\_.  
INSPECTOR, at its option, may offer certain Additional Services such as Radon Gas Testing. Fees for any Additional Services are in addition to the Standard Home Inspection fee and are listed on page 5 of this Agreement and shall be included in the "Total Fee" required to be paid to INSPECTOR.

### 3. GENERAL TERMS

The INSPECTOR agrees to perform a visual inspection of the visible and readily accessible parts of the home/building and provide the CLIENT with a written Inspection Report identifying the visually observable deficiencies deemed material. Structures detached from the house are not inspected unless otherwise expressly agreed and the fees for this are set forth below. The systems that will be inspected as part of the Home Inspection, pursuant to N.J.A.C. 13:40-15.16 are as follows: Structural Components, Exterior Components, Roofing System, Plumbing System, Electrical System, Heating System, Cooling System, Interior Components, Ventilation Systems, Fireplaces, and Solid Fuel Burning Appliances.

#### 4. OWNERSHIP OF REPORT

The Inspection and Report are performed and prepared for the sole, confidential, and exclusive possession of the CLIENT and may not be relied upon by any other person through unauthorized distribution of the Inspection Report. The CLIENT may give the authority to the INSPECTOR to release a copy of the Report for his or her named representative's sole use in this specific real estate transaction only by initialing: \_\_\_\_\_, and providing the representative's name: \_\_\_\_\_

#### 5. LIMITATIONS AND EXCLUSIONS/RETURN INSPECTIONS

(A) The Inspection only includes those items and systems expressly and specifically identified here and in the provided Inspection Report. Maintenance and other items may be discussed and some less than major defects noted as a courtesy to the CLIENT, but they are not within the required scope of the Inspection. Systems and conditions, which are not within the scope of the inspection include, but are not limited to: formaldehyde, lead paint, asbestos, toxic or flammable materials, soil contamination, mold, other environmental hazards, pest infestation (e.g. termites or other wood destroying insects, rodents or other pests), heat exchangers, low-voltage electrical systems, EIFS, septic tanks, solar systems, sprinkler systems, phone/cable/intercom/internet systems, wells, water softeners, humidifiers, electronic air filters, fuel tanks, lightning arrestors, security systems, appliances, playground equipment, swimming pools, spas, energy efficiency measurements, recreational equipment, concealed or underground electric systems, and any item that is shut down, inoperable, or not permanently installed. The CLIENT understands that these systems and conditions and information about them are excluded from the Inspection and Report. Any general comments that may appear about these systems and conditions are provided as a courtesy only and does not represent or form part of the Inspection.

(B) Also, CLIENT may specifically request that certain systems or components be specifically excluded from this inspection. If CLIENT wishes to exclude any such systems or components from this inspection same should be listed here: \_\_\_\_\_

(C) The Inspection is not intended to be technically exhaustive. Equipment, systems, and items will not be dismantled and the Inspection does not include any destructive testing.

(D) CLIENT understands that it is the responsibility of CLIENT and any real estate professionals that CLIENT may engage, to assure that full access to all areas of the premises are made available to the INSPECTOR on the day of the Inspection. The INSPECTOR is not required to move personal property, debris, furniture, equipment, and carpeting or like materials that may impede access or limit visibility. The CLIENT agrees to assume all risk for all conditions that are concealed from view, inaccessible or incapable of inspection due to weather or temperature conditions at the time of the Inspection or which may exist in any areas excluded from the Inspection by the terms of this Agreement. In the event CLIENT desires an inspection of components or elements that were on the date of the Inspection concealed, inaccessible or incapable of inspection due to weather conditions, snow or temperature conditions, CLIENT shall contact INSPECTOR and INSPECTOR for a fee of \$\_\_\_\_\_ shall return to conduct an additional or Return Inspection of same. CLIENT understands that it is the responsibility of CLIENT and any real estate professionals that CLIENT may engage, to assure that any such previously concealed or inaccessible components or items are made accessible to INSPECTOR on the date of any Return Inspection.

(E) The CLIENT also understands that the following items are not required as part of the Inspection as documented in N.J.A.C. 13:40-15.16 and that these exclusions will be adhered to by the INSPECTOR:

- a. Enter any area or perform any procedure which is, in the opinion of the INSPECTOR, 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 INSPECTOR, likely damage the property or its systems or components;
- c. Enter any area which does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance;
- d. Identify concealed conditions and latent defects;
- e. Determine life expectancy of any system or component;
- f. Determine the cause of any condition or deficiency;
- g. Determine future conditions that may occur including the failure of systems and components including consequential damage;
- 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, regulations, and/or ordinances;
- k. Determine market value of the property or its marketability;
- l. Determine advisability of purchase of the property;
- m. 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, or air;
- 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 off the main and sub panels;
- u. Walk on sections of attics without flooring; and
- v. Light pilot flames or ignite or extinguish fires.

## **6. NOT A GUARANTEE**

CLIENT understands that the Inspection and Inspection Report do not constitute a guarantee or warranty of merchantability of fitness for a particular purpose, expressed or implied, or insurance policy *nor is it a substitute for any real estate disclosures that may be required by law.*

## **7. INSPECTION REPORT**

The written Inspection Report provided to CLIENT by the INSPECTOR shall be the Report of record and considered the final exclusive findings of the INSPECTOR. Client shall be considered on notice of all findings and recommendations set forth in the Inspection Report. No oral discussions shall be considered part of the Inspection Report or findings. CLIENT understands and agrees they will not rely on any oral statements made by the INSPECTOR prior to the issuance of the written report. CLIENT further understands and agrees the INSPECTOR 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 delivered to the CLIENT.

## **8. SELLER/OWNER DISCLOSURE**

CLIENT agrees that due to the limited nature of a standard home inspection, that the Inspection Report cannot be considered a substitute for a complete SELLER/Owner Disclosure and CLIENT agrees to address any issues or concerns with the Seller/Owner prior to closing.

## **9. PRE-CLOSING WALK THROUGH**

CLIENT agrees to perform a Final Pre-Closing Walk-Through inspection of the premises/structure prior to closing. If this inspection is not performed, CLIENT may not hold INSPECTOR liable for any defects or concerns that would have been revealed or made known to CLIENT at such inspection. For an additional fee, CLIENT may contract with INSPECTOR to accompany CLIENT on the Final Pre-Closing Walk-Through Inspection.

## **10. COMPLIANCE WITH LAW**

Home Inspectors and Associate Home Inspectors are governed by the Rules of the New Jersey Administrative Code contained at N.J.A.C.13: 40-15, which rules, INSPECTOR is required to comply with. Failure of the INSPECTOR to comply with these rules may subject INSPECTOR to discipline under same.

## **11. CLAIMS**

(A) CLIENT understands and agrees that any claim arising out of or related to any act or omission of the INSPECTOR in connection with the inspection of the structure, as limited herein, shall be made in writing by U.S.

certified mail within ten (10) business days of discovery. CLIENT further agrees to allow the INSPECTOR to re-inspect the claimed discrepancy, with 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 the INSPECTOR as stated above shall constitute a waiver of any and all claims CLIENT may have against the INSPECTOR.

(B) Any legal action arising from this Agreement or the Inspection must be commenced within three (3) years from the date of the Inspection. Failure to bring said action within three (3) years 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.

## 12. ARBITRATION

Any dispute, controversy, interpretation, or claim, except those relating to nonpayment of fees, including claims for, but not limited to the scope of services provided by the INSPECTOR, 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, any other applicable consumer protection statute, or any other theory of liability arising out of, from or related to this Inspection Agreement or arising out of, from or related to the Inspection or Inspection Report shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If the CLIENT would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those stated, the request should be submitted to the INSPECTOR for consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed thereunder shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof. **NOTICE: CLIENT AND INSPECTOR WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION.**

## 13. LIMITS OF LIABILITY

- (A) The liability of the INSPECTOR is strictly limited to the specific accessible areas which were evaluated and which were specifically requested to be evaluated by the CLIENT in writing prior to the inspection.
- (B) The CLIENT agrees that the INSPECTOR will have no liability for latent conditions and defects, and it is specifically agreed and understood that: mechanical devices may operate at one moment and later malfunction, therefore the INSPECTOR'S liability is specifically limited to those situations where it can be conclusively shown that the mechanical device inspected was inoperable, or in need of immediate repair, or not performing the function for which it was intended at the time of inspection.
- (C) The CLIENT agrees that the INSPECTOR will have no liability for failing to detect a defect, malfunction, inoperative condition, or necessity for repair, where the defect, malfunction, inoperative condition, or need for repair was concealed or covered up at the time of inspection, whether intentional or otherwise.
- (D) The CLIENT agrees that the INSPECTOR will have no liability for incidental or consequential damages, special damages, government fines and charges.

The Inspection and Inspection Report are not intended or to be used as an insurance policy, guarantee or warranty, express or implied, regarding the adequacy, performance of, or condition of any inspected structure, item, or system. **It is understood and agreed that should the INSPECTOR be found liable for any loss or damages resulting from a failure to perform any of its obligations, including, but not limited to negligence, breach of contract, or otherwise, then the liability of the INSPECTOR shall be limited to actual damages sustained only, which shall be the CLIENT'S exclusive remedy against the INSPECTOR.**

This agreement is intended solely for the use of the CLIENT. No other party is intended as a beneficiary hereunder. This agreement is not assignable.

**14. ACKNOWLEDGMENT OF PRIOR RECEIPT**

CLIENT hereby acknowledges that CLIENT received a copy of this Agreement from INSPECTOR 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 INSPECTOR or an attorney any questions concerning the Agreement. CLIENT further acknowledges that this Agreement was signed prior to the Home Inspection.

**I acknowledge that I have read, understand, and agree to all terms and conditions of this Agreement and to pay the fee as specified below.**

\_\_\_\_\_  
**CLIENT(S) NAMES**

\_\_\_\_\_  
**CLIENT(S) ADDRESS**

<b>INSPECTED PROPERTY</b>	<b>INSPECTION DATE</b>
<b>INSPECTION FEE</b>	_____
<b>DETACHED GARAGE</b>	_____
<b>RADON GAS TESTING</b>	_____
<b>TERMITE INSPECTION</b>	_____
<b>DISCOUNT</b>	_____
<b>TOTAL FEE</b>	_____

\_\_\_\_\_  
**CLIENT'S Signature (one signature binds all)**

\_\_\_\_\_  
**DATE**

