



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

Address of property Inspected	Time/Day/Date:	<input type="checkbox"/> Radon <input type="checkbox"/> Termite
Client Name:	Client tel Tel .. Fax ..	Client e-mail
	Client Current Mailing Address	City State Zip, New Jersey
Attorney ..	Attorney Tel Tel 908 Fax 908	Attorney e-mail ..
Buyer's Realtor:	Buyer's Realtor Phone Fax 908 Fax 908	Buyer's realtor e-mail ..
Mortgage Rep :	Mortgage Rep Phone Tel 908 Fax 908	Mortgage Rep e-mail ..
Client Present <input type="checkbox"/> Yes <input type="checkbox"/> No	Approx Age 00 Style ..	Weather:

This is a **legally binding contract** (hereinafter the "Agreement") between the Client and Roots Home Inspection (RHI). Client authorizes (RHI) provide the following inspection services at the Property and agrees to pay the price stated below. (Please Note: this Agreement must be signed by Client and (RHI) before the start of the Inspections (N.J.A.C. 13:40-15.15(A))

Report Distribution: (RHI) 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 agent receive a copy, Please initial: _____. (RHI) shall retain this Agreement and the Home Inspection Report for five (5) years.

Limitations & Exclusions: 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 detailed in this Agreement.

Cancellation: Client has 3 days, after receiving the report to CANCEL this agreement for a refund of the Inspection Fee. Call Roots Home Inspection, at 908-769-0028 and then confirm in writing to Roots, 1070 Cooper Road, Scotch Plains NJ 07076.

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)
..	Presence of Wood Destroying Insects Performed by an inspector who possesses the required additional experience, education, training, license or certification.*
..	Presence of Radon High radon levels are potentially dangerous health hazard. We can not determine the radon level unless it is tested and analyzed by a qualified lab.
..	Presence of Asbestos is potentially dangerous health hazard. We can not detect if it is present unless it is tested and analyzed by a qualified lab.
	Other Inspections:

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

CLIENT and ROOTS HOME INSPECTION (RHI) agree to the following:

1. (RHI) is governed by the rules in the New Jersey Administrative Code contained at N.J.A.C. 13:40-15 and that (RHI) shall comply with these rules and failure to comply with the rules may subject the licensee to discipline. Client understands and agrees that (RHI) will perform a Home Inspection 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.
2. 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.
3. RHI will provide a limited visual non-evasive inspection. Any areas which are not exposed to view, is concealed is inaccessible because of soil, carpet, ceiling, insulation, ceilings, furnishings or any other things with be excluded. Note the addendum of exclusions.

X _____ X _____
 Client's initials Bill Root
 NJ License # 24G100067600

4. Client agrees and understands that if (RHI) is 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 reporting of the conditions of the subject property, (RHI)'s maximum liability shall be limited to three (3) times the fees paid to (RHI) for the inspection at issue, and this liability shall be exclusive. This limitation of liability specifically covers liability for: damaged property, loss of use of the property, repair or replacement of property, loss of profits, consequential damages, special damages, incidental damages and governmental fines and charges, personal injuries, punitive damages and attorney's fees and court costs. If requested by the client (RHI) may assume a greater liability, but only for an additional charge to be agreed upon by the client and (RHI). If (RHI) and client so agree, a rider will be attached to this agreement. (RHI)'s inspections and reports are in no way 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. The client acknowledges that conditions of the subject property on the date of the inspections may change and require subsequent repair or replacement.
5. Any controversy or claim arising out of or relating to this Agreement, the inspections performed hereunder or the inspection report shall be submitted to final and binding arbitration under the Construction Arbitration Services, Inc., and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction hereof. If Client submits or files any lawsuit, claim or controversy with any Court or forum other than the American Arbitration Association, 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 and Procedures of the AAA, all Arbitrators' Fees shall be paid equally by the CLIENT and (RHI).
6. 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. It is critical that the client brings any lawsuit in a timely manner. Time is of the essence. Client guarantees (RHI) the right to examine the subject matter and area of any claim prior to any remedial measures or repairs.
7. 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).
8. 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 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.
9. The person signing this Agreement warrants and represents to (RHI) 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.
10. This Agreement represents the entire agreement between (RHI) 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 NJ.

Addendum of Exclusions from page 53 (N.J.A.C. 13:40-15.16 (b))

Client requests and authorizes (RHI) to exclude from the scope of the Home Inspection, the following Systems or Components 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. During this Home Inspection, the Home Inspector Will Not:

- A. 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;
- B. 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;
- C. Enter any area which does not have at least 24 inches of unobstructed vertical clearance & at least 30" 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;

X _____ Client's initials	X _____ Bill Root NJ License # 24G100067600
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- 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 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, and 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 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 are not part of the (N.J.A.C. 13:40-15.16 (b)). These items were NOT inspected or tested and are not part of the this home inspection:

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

****We do not move, remove or look behind Insulation.**

****We do not move, remove or look under carpets.**

Re-Inspection

The Client agrees to allow (RHI) to reinspect any specific problems areas, systems or components prior to having any repairs or replacements. Additionally, client must make available to (RHI), any systems or components which are in question, should replacement be necessary prior to (RHI)'s reinspection. I have read and agree to the terms, limitations and exclusions found on all three sides of 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, & 8 on the back side. 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 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.

Agreement

I have read and agree to the terms, conditions, limitations and exclusions found in the (3) pages of 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,& 8. 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 and exclusions of this inspection agreement I do not have to sign it. Rather, I may negotiate with (RHI) or hire another Home Inspector to perform the inspections

X _____ **Date** _____ **Date** _____
 Client's Signature Bill Root NJ License # 24G100067600