

PRE-INSPECTION AGREEMENT

Per N.J.A.C. 13:40-15.15 (Pre-Inspection Agreements)

JCH Home, Inc. d/b/a JCH Home Inspection Service
(James C. Hansen MscE, President. Home Inspector License # 24GI110)

737 St. George Avenue
Woodbridge, NJ 07095
(732) 636-1913

Contract ID# _____

This **AGREEMENT**, made _____ 20____, by and between JCH Home Inspection Service, herein the Home Inspection Company, and the Client(s):

Name: _____
Present Address: _____

Agrees to employ the Home Inspection Company.
The Home Inspection Company hereby agrees to conduct a visual and mechanical operation **REAL ESTATE INSPECTION** (this term is herein defined) of building(s) located at:

Ref. Property _____
City: _____
State/ZIP: _____
Date of Inspection and time: _____

IN CONSIDERATION of payment, by the client, in the amount of \$ _____, for the home inspection, \$ _____, for Termite and Wood destroying insect inspection, and \$ _____ for Radon Gas testing, and mutual covenants and promises contained herein, is hereby agreed among the parties as follows:

INSPECTION: JCH Home Inspection Service, the home inspection company, agrees to conduct an inspection. The term "Inspection", as used in this agreement, shall mean a limited and primarily visual inspection of the readily accessible and exposed areas of the property for the purpose of identifying and disclosing to the client certain conditions of the major building components, and major functional systems, of the property in order that the client may better understand the physical aspects of the property, and apparent conditions existing at the time of the inspection only. The inspection is not intended to establish the value of the subject premises or any portion thereof. No representation or recommendation is made or intended regarding the advisability of purchase. The major functional systems and building components include; central heating (humidifiers, electronic filters, and zone controls not included), central air conditioning (weather permitting), interior plumbing (exterior plumbing systems not included), electrical systems, roofing, walls, ceilings, floors, windows, doors, foundation-basement, fireplaces, chimneys, water heaters, and permanently installed appliances. Home Inspectors and Associate Home Inspectors are governed by **N.J.S.A. et. seq. 45:8-61** and by the rules in the New Jersey Administrative Code contained at **N.J.A.C. 13:40-15**, and the licensee shall comply with these rules, and failure to comply with the rules may subject the licensee to discipline. Inspection data are based on the date and time of the inspection only. Fees are charged if and when a home inspector is requested to return to the site at a later date and time for subsequent inspection, (Minimum Fee is \$100.00) and the total fees are based on the amount of time that the inspector will be needed at the site.

LIMITATIONS/EXCLUSIONS: (A) The liability of the home inspection company, and or home inspector(s), 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 home inspection company, and the inspector(s), 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 home inspection company, and/or home 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 the inspection.** (C) The client agrees that the home inspection company, and/or the home inspector(s), 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 the inspection, whether intentional or otherwise. (D) The client agrees that the home inspection company, and/or inspector(s), will have no liability for incidental or consequential damages. (E) **Inspection for Termites and/or wood destroying insects, and any damage affiliated thereby, is not a component of the home inspection.**

DISPUTE RESOLUTION-BINDING ARBITRATION Any claim or controversy of whatever nature, including but not limited to tort, fraud and contract claims, claims based upon any federal, state, or local statute, law, order, ordinance or regulations, and claims arising out of any relationship before, at the time of entering, during the term of, or after expiration or termination of this agreement, and the issue of arbitrability, arising out of or relating to this contract, or breach thereof, shall be resolved by **final and binding** arbitration administered by the American Arbitration Association under its Rules of Practice and Procedure then in effect. Judgment upon the award may be entered in any court having jurisdiction thereof.

ADDITIONAL EXCLUSIONS PER CLIENT REQUEST:
WARRANTY: The inspection report is valid only for the date and time of the inspection, because appliances and building systems can develop problems at the most unexpected times, even the day of the inspection. The client recognizes that there is **NO REPRESENTATION OF WARRANTY OR GUARANTEE** on the future life for items inspected. The Home Inspection Company and the inspector do not take responsibility for identification of non-compliance with any building, electrical, mechanical, or plumbing codes established by municipal ordinances, federal, and/or state agencies.

DISCREPANCIES: In the event a discrepancy should develop regarding the service provided to the client by the home inspection company, and/or inspector, the client agrees to the following procedure: (A) Client agrees to notify the home inspection company of the problem, in writing, by certified mail, return receipt requested, within 10 days of the date of discovery of the problem, and allow the home inspection company 45 days from the date of the above notice to determine if any further action should be taken. (B) Client agrees **Not To Disturb or repair**, or cause to be repaired, or have any item repaired which may constitute evidence relating to the complaint, except in the case of emergency. (C) If it is determined that any item complained of by the client should have been noted by the inspector at the time of the inspection as needing replacement or repair, the home inspection company shall, at its sole discretion, repair or replace said item or items. If the home inspection company elects to repair or replace said item or items, the client agrees to allow the home inspection company to perform said repair or replacement. The client shall be bound by the decision of the home inspection company.

GOVERNING LAW & SEVERABILITY: New Jersey Law shall govern this agreement. 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, and effect to the same extent as through such void or invalid provision had been deleted from, or had not been included in this agreement between the parties.

COST OF DEFENSE: If any lawsuit is filed by the client against the home inspection company, and/or home inspector, and the home inspection company successfully defends against the claim or the client, the client agrees to pay the home inspection company and/or the inspector all reasonable attorney's fees, court costs, and damages arising in defending such claims or lawsuit.

ACCEPTANCE: This contract is solely between the inspection company named above and the undersigned client for whom the inspection was performed. Acceptance of the written report constitutes acceptance of the terms and conditions of this contract. The findings in the inspection report are the sole property of the client/buyer and may not be used by any other person. The client hereby authorized distribution, or copies, of the report as follows:

CLIENT CLIENT ATTORNEY CLIENT REALTOR OTHER

This agreement is executed this _____ day of _____, 20____

I certify that I am authorized to sign this certification on behalf of the home inspection company, and further certify that I have no interest, present, or prospective, in the property, buyer, seller, broker, mortgager, or any other party involved in this transaction.

I have read, and understand, this agreement, and accept the same by signing below

JCH Home Inspection Service

By: _____ (Inspector)

X _____
(Clients)
X _____