

PRE-INSPECTION AGREEMENT

Inspection Company: Bluehill Home Inspection LLC (www.bluehillhomeinspection.com)

46 Arthur Avenue, Carteret, NJ 07008

Phone: 732-207-7656 Fax: 732-352-0944

mailbox@bluehillhomeinspection.com

Client Name: _____

Client Address: _____

Client Phone: _____ **Email:** _____

Property to be inspected: _____

Inspection Date: _____ **Time:** _____

Fee: \$ _____ **includes (checked services only):** **Home Inspection (as defined by N.J.A.C. 13:40-15.2)** **Wood Destroying Insect Infestation Report** **Radon Test** **Other**

1.

Authorization - Client has hereby requested and authorized a limited visual inspection, in all readily accessible/visible areas, of the property located at the address listed above, to be conducted by Bluehill Home Inspection LLC (hereinafter the "Company") and agrees to pay the above referenced sum to The Company for the performance of the within described Home Inspection and the issuance of a Home Inspection Report. Client fully understands that the inspection and subsequent report is intended to be used for informational purposes only and is not intended to be used as a tool for negotiating the purchase price of the property.

2.

New Jersey Licensed Home Inspector- Client understands that the Company is governed by the rules in the New Jersey Administrative Code contained in N.J.A.C. 13:40-15 and that the Company and its home inspector and/or associate home inspectors must comply with these rules. Client understands that failure to comply with the rules may subject the Company and its home inspector to disciplinary action from the State of New Jersey.

3.

Standards of Practice - Client understands and agrees that Company will perform a home inspection as defined by N.J.A.C. 13:40-15.2 and in accordance with the Standard of Practice contained at N.J.A.C. 13:40-15.16.

4.

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; Electrical System; Heating System; Cooling System (weather permitting); Interior Components; Roofing System; Plumbing System; Insulation Components and Ventilation System; and Fireplaces and Solid Fuel Burning Appliances.

5.

ADDENDUM OF EXCLUSIONS (N.J.A.C. 13:40-15.16 (b))

During the Home Inspection, the Home Inspector or Associate Home Inspector are not required to: 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; 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; Enter any area which does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance; Identify concealed conditions and latent defects; Determine life expectancy of any system or component; Determine the cause of any condition or deficiency; Determine future conditions that may occur including the failure of systems and components including consequential damage; Determine the operating costs of systems or components; Determine the suitability of the property for any specialized use; Determine compliance with codes, regulations and/or ordinances; Determine market value of the property or its marketability; Determine advisability of purchase of the property; 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; Determine the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances; Operate any system or component which is shut down or otherwise inoperable; Operate any system or component which does not respond to normal operating controls; Operate shut-off valves; Determine whether water supply and waste disposal systems are public or private; Insert any tool, probe or testing device inside electrical panels; Dismantle any electrical device or control other than to remove the covers of main and sub panels; Walk on un-floored sections of attics; or Light pilot flames or ignite or extinguish fires.

6.

Client understands and agrees that the Company shall not, as part of the Home Inspection, perform any of the functions or services set forth on the above listed ADDENDUM OF EXCLUSIONS and defined under N.J.A.C. 13:40-15.16 (b).

7.

Inspection Report - The Client and The Company agree The Company and its home inspector will prepare a written report which shall: Disclose those systems and components which are/were designated for inspection pursuant to N.J.A.C. 13:40-15.2 and are/were present in the above identified Subject Property at the time of the inspection, as well as those systems and components which are/were present at the time of the inspection but are/were not inspected and the reason(s) they were not inspected; Describe the systems and components as defined in N.J.A.C. 13:40-15.2; State and identify what material defects were found in the afore described systems and components; State the significance of the findings; and Provide recommendations regarding the need to repair, replace and/or monitor a system and/or component, or obtain examination and analysis by a qualified professional, tradesman and/or service technician.

8.

Non-Transferable – The Home Inspection and Home Inspection Report is performed and prepared for the sole, confidential and exclusive use and possession of the Client. The Company assumes no responsibility to any third parties in connection with the inspected property, inspection and/or report. The report is issued to the Client and is non-transferable.

9.

Disclaimer of Warranty - The Client understands and agrees that the Home Inspection and Home Inspection Report do not, in any way, constitute a guarantee; a Warranty of Merchantability, Habitability, or Fitness for a Particular Purpose; an express or implied warranty; and/or an insurance policy. The Client further agrees that neither the Home Inspection nor the Home Inspection Report are substitutes for any real estate transfer disclosures, which may be required by law. The Client further understands and agrees that the condition of the Subject Property to be inspected may change from the date of the Home Inspection and require subsequent repair(s) and/or replacement(s).

10.

Environmental and/or Health Issues - The Client acknowledges and agrees that a Home Inspection is NOT an environmental survey. The Client further acknowledges and agrees that the Home Inspection is NOT intended to detect, identify, disclose and/or report on the presence of any actual and/or potential environmental concerns and hazards, including, but not limited to, asbestos, radon, (unless the client has contracted Bluehill Home Inspection, LLC to perform a radon test), lead, urea formaldehyde, mold, mildew, fungus, odors, noise, toxic or flammable chemicals, water and/or air quality, PCBs and/or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide in the air, water, soil, and/or building materials.

11.

Binding 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 Company, 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 Pre-Inspection Agreement or arising out of, from or related to the Home Inspection or Home 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 you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to The Company 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.

12.

Statute of Limitations - Notwithstanding that the laws of the State of New Jersey may provide for a different and/or longer period of limitations, The Client understands and agrees that any claim arising from this Agreement must be brought within 90 days from the date of the issuance of the home inspection report described in Paragraph 7, above. The Client understands and agrees that the failure to bring said claim within 90 days of the issuance of the home inspection report will constitute a full and complete waiver of any rights, actions, and/or causes of action that may have arisen under the terms of this Agreement. The Client and The Company acknowledge and agree that time is of the essence. The Client hereby acknowledges that He/She has read, understands and accepts the above described Statute of Limitations in its entirety

13.

Limitation of Liability - (1) The liability of the Company and its agents or employees 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. (2) The client agrees that the Company and its agents or employees 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 Company and its agents or employees' 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. (3) The client agrees that the Company and its agents or employees 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. (4) The client agrees that the Company and its agents or employees 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 Company and/or its agents or employees 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 Company or its agents or employees shall be limited to actual damages sustained only, which shall be the clients exclusive remedy against the Company or our employees. 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.

Re-inspections - 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 first page of this Agreement because of unforeseen circumstances or weather conditions.

15.

Severability - This Contract shall be governed by the laws of the State of New Jersey. If any portion of this contract is found to be invalid or unenforceable by any court of competent jurisdiction, such a finding shall not affect the remaining terms and conditions of this contract, and the remaining terms and conditions shall remain in full force between The Client and The Company.

16.

Entirety of Agreement - This Agreement, along with the Addendum of Exclusions, the terms and conditions of which are incorporated into this Agreement, represents the entire agreement between the parties. No oral agreements, understandings and/or representations shall change, modify, and/or amend any part of this Contract. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration.

17.

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

I have read all 3 pages, understand and agree to all of the terms, limitations and exclusions found within this agreement, including, but not limit to, the limitation of liability, arbitration, and one year time period to initiate a legal action set forth in paragraphs 11, 12 and 13. 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.

By signing this contract, I hereby agree to all terms and conditions of this Agreement.

Client Signature: _____ **Dated:** _____

Bluehill Home Inspection LLC: _____ **Dated:** _____

Robert Chang
NJ Home Inspector License # 24GI00115500